

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>	<b>1. SOLICITATION NUMBER:</b> <b>N65236-97-R-0327</b>	<b>2. (X ONE)</b> <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of the solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of the Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawal of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. **NO ENVELOPE IS NECESSARY.**

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

<b>3. ISSUING OFFICE</b> <i>(Complete mailing address, Including ZIP Code)</i>  <div style="text-align: center;"> <b>CO, NISE East Charleston</b>  <b>P.O. BOX 190022</b>  <b>North Charleston, SC 29419-9022</b> </div>				
<b>4. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>  <div style="text-align: center; font-size: 1.2em;"> <b>RESTORATION SERVICES</b> </div>				
<b>5. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i> <input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED <input type="checkbox"/> b. THIS PROCUREMENT IS A ____ % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside)</i> <input type="checkbox"/> (1) Small Business <input type="checkbox"/> (2) Labor Surplus Area Concerns <input type="checkbox"/> (3) Combined Small Business/Labor Area Concern				
<b>6. ADDITIONAL INFORMATION:</b>  <div style="text-align: center; font-size: 1.2em;"> <b>Caution to Offerors: No CONTRACT will be awarded under this solicitation at greater than fair and reasonable prices.</b> </div>				
<b>7. POINT OF CONTACT INFORMATION:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; border: none; vertical-align: top;"> <b>a. NAME</b> <i>(Last, First, Middle Initial)</i>   <b>HOWELL, GLENDA S.</b> </td> <td style="width: 60%; border: none; vertical-align: top;"> <b>b. ADDRESS</b> <i>(Include ZIP code)</i>  <b>CO, NISE EAST, CHARLESTON</b>  <b>CONTRACTS DIVISION, CODE 111</b>  <b>P.O. BOX 190022</b>  <b>NORTH CHARLESTON, SC 29419-9022</b> </td> </tr> <tr> <td style="border: none; vertical-align: top;"> <b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i>  <small>(NO COLLECT CALLS)</small>  <b>(803) 743-4612</b> </td> <td style="border: none;"></td> </tr> </table>	<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>  <b>HOWELL, GLENDA S.</b>	<b>b. ADDRESS</b> <i>(Include ZIP code)</i> <b>CO, NISE EAST, CHARLESTON</b> <b>CONTRACTS DIVISION, CODE 111</b> <b>P.O. BOX 190022</b> <b>NORTH CHARLESTON, SC 29419-9022</b>	<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i> <small>(NO COLLECT CALLS)</small> <b>(803) 743-4612</b>	
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>  <b>HOWELL, GLENDA S.</b>	<b>b. ADDRESS</b> <i>(Include ZIP code)</i> <b>CO, NISE EAST, CHARLESTON</b> <b>CONTRACTS DIVISION, CODE 111</b> <b>P.O. BOX 190022</b> <b>NORTH CHARLESTON, SC 29419-9022</b>			
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i> <small>(NO COLLECT CALLS)</small> <b>(803) 743-4612</b>				

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM(S) INVOLVED
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include ZIP Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name) (Last, First, Middle Initial)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FROM:

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
N65236-97-R-0327	
DATE (YYMMDD)	LOCAL TIME
03 SEPT 1997	3:00 P.M. EST

TO: CO, NISE East Charleston  
P.O. BOX 190022  
North Charleston, SC 29419-9022

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO A7		PAGE OF 1		PAGE 106	
2. CONTRACT NO.		3. SOLICITATION NO. N65236-97-R-0327		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 97 JULY 15		6. REQUISITION/PURCH NO. SEE SCHEDULE	
7. ISSUED BY NISE EAST P.O. BOX 190022 POC: GLENDA HOWELL N. CHARLESTON, SC 29419-9022 TELEPHONE: (803) 743-4612		CODE 1116GH		8. ADDRESS OFFER TO (If other than Item 7) BID CUSTODIAN NISE EAST P.O. BOX 190022 N. CHARLESTON, SC 29419-9022					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BID BOX, 1545 2ND ST WEST, STE C, CHARLESTON, SC 29408 until 3:00 P.M. EST (Hour) local time 97 SEPT 03 Date).		
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL:	A. NAME GLENDA HOWELL	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (803) 743-4612

11. TABLE OF CONTENTS

SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
<input checked="" type="checkbox"/> A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/> I	CONTRACT CLAUSES	53-60
<input checked="" type="checkbox"/> B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.		
<input checked="" type="checkbox"/> C	DESCRIPTION/SPECS./WORK STATEMENT	8-28	<input checked="" type="checkbox"/> J	LIST OF ATTACHMENTS	61
<input checked="" type="checkbox"/> D	PACKAGING AND MARKING	29	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
<input checked="" type="checkbox"/> E	INSPECTION AND ACCEPTANCE	30-33	<input checked="" type="checkbox"/> K	REPRESENTATIONS, CERTIFICATIONS AND	62-78
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<input checked="" type="checkbox"/> G	CONTRACT ADMINISTRATION DATA	36-42	<input checked="" type="checkbox"/> L	INSTRS., CONDS., AND NOTICES TO OFFERORS	79-97
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENCE FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:- <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY CODE		N65236		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I**  
**1993 EDITION**  
**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**Section B - Contract Line Items**

**LOT I - BASE YEAR:**

Item No.	Description	Quantity					Amount
CLIN	DESCRIPTION	EST ST HRS	EST OT HRS	ST RATE	OT RATE	HOL. RATE	
0001	<b>RESTORATION SERVICES</b> Machine shop services to disassemble, inspect, repair, overhaul, refurbish, manufacturer, remanufacturer, modify, assemble, and test components and prepare field change/modification kits.						
0001AA	MACHINIST, MAINTENANCE	8,500	1200	\$ _____	\$ _____	\$ _____	
0001AB	MACHINERY MAINTENANCE MECHANIC	2900	380	\$ _____	\$ _____	\$ _____	
0001AC	WELDER, COMBINATION, MAINTENANCE	2700	380	\$ _____	\$ _____	\$ _____	
0001AD	SHEET-METAL WORKER, MAINTENANCE	2100	380	\$ _____	\$ _____	\$ _____	
0001AE	ENGINEER, MECHANICAL	650	25	\$ _____	\$ _____	\$ _____	
0001AF	ENGINEER, INDUSTRIAL	650	25	\$ _____	\$ _____	\$ _____	
0001AG	RIGGER	900	190	\$ _____	\$ _____	\$ _____	
0001AH	WOODWORKER	1300	220	\$ _____	\$ _____	\$ _____	
0001AJ	PAINTER, MAINTENANCE	1800	200	\$ _____	\$ _____	\$ _____	
0001AK	MAINTENANCE TRADES HELPER	2400	245	\$ _____	\$ _____	\$ _____	
0001AL	SHIPPING PACKER	450	60	\$ _____	\$ _____	\$ _____	
0001AM	COMPUTER PROGRAMMER	940	50	\$ _____	\$ _____	\$ _____	
0002	MATERIAL PLUS MATL.HANDLING RATE _____ %.				\$312,487	Estimated	
0003	PERSONNEL TRAVEL				\$7,593	Estimated	
0004	PERSONNEL PER DIEM				\$4,889	Estimated	
0005	SHIPPING COST				\$12,047	Estimated	
0006	Contract Data Requirements, DD Form 1423 Exhibit A					NSP	

**LOT II - FIRST OPTION YEAR:**

Item No.	Description	Quantity Amount				
CLIN	DESCRIPTION	EST ST HRS	EST OT HRS	ST RATE	OT RATE	HOL. RATE
0007	<b>RESTORATION SERVICES</b> Machine shop services to disassemble, inspect, repair, overhaul, refurbish, manufacturer, remanufacturer, modify, assemble, and test components and prepare field change/modification kits.					
0007AA	MACHINIST, MAINTENANCE	11,300	1,500	\$ _____	\$ _____	\$ _____
0007AB	MACHINERY MAINTENANCE MECHANIC	4,200	525	\$ _____	\$ _____	\$ _____
0007AC	WELDER, COMBINATION, MAINTENANCE	3,500	525	\$ _____	\$ _____	\$ _____
0007AD	SHEET-METAL WORKER, MAINTENANCE	2,900	500	\$ _____	\$ _____	\$ _____
0007AE	ENGINEER, MECHANICAL	900	50	\$ _____	\$ _____	\$ _____
0007AF	ENGINEER, INDUSTRIAL	900	50	\$ _____	\$ _____	\$ _____
0007AG	RIGGER	1,250	285	\$ _____	\$ _____	\$ _____
0007AH	WOODWORKER	2,000	300	\$ _____	\$ _____	\$ _____
0007AJ	PAINTER, MAINTENANCE	2,475	290	\$ _____	\$ _____	\$ _____
0007AK	MAINTENANCE TRADES HELPER	3,000	320	\$ _____	\$ _____	\$ _____
0007AL	SHIPPING PACKER	700	100	\$ _____	\$ _____	\$ _____
0007AM	COMPUTER PROGRAMMER	1,250	100	\$ _____	\$ _____	\$ _____
0008	MATERIAL PLUS MATL.HANDLING RATE _____ %.			\$437,517	Estimated	
0009	PERSONNEL TRAVEL			\$10,407	Estimated	
0010	PERSONNEL PER DIEM			\$6,943	Estimated	
0011	SHIPPING COST			\$13,177	Estimated	
0012	Contract Data Requirements, DD Form 1423 Exhibit A				NSP	

**LOT III - SECOND OPTION YEAR:**

Item No.	Description	Quantity Amount				
CLIN	DESCRIPTION	EST ST HRS	EST OT HRS	ST RATE	OT RATE	HOL. RATE
0013	<b>RESTORATION SERVICES</b> Machine shop services to disassemble, inspect, repair, overhaul, refurbish, manufacturer, remanufacturer, modify, assemble, and test components and prepare field change/modification kits.					
0013AA	MACHINIST, MAINTENANCE	12600	1,800	\$ _____	\$ _____	\$ _____
0013AB	MACHINERY MAINTENANCE MECHANIC	4,750	560	\$ _____	\$ _____	\$ _____
0013AC	WELDER, COMBINATION, MAINTENANCE	3,700	560	\$ _____	\$ _____	\$ _____
0013AD	SHEET-METAL WORKER, MAINTENANCE	2,950	560	\$ _____	\$ _____	\$ _____
0013AE	ENGINEER, MECHANICAL	1,000	65	\$ _____	\$ _____	\$ _____
0013AF	ENGINEER, INDUSTRIAL	1,000	65	\$ _____	\$ _____	\$ _____
0013AG	RIGGER	1,350	290	\$ _____	\$ _____	\$ _____
0013AH	WOODWORKER	2,300	350	\$ _____	\$ _____	\$ _____
0013AJ	PAINTER, MAINTENANCE	2,610	330	\$ _____	\$ _____	\$ _____
0013AK	MAINTENANCE TRADES HELPER	3,310	360	\$ _____	\$ _____	\$ _____
0013AL	SHIPPING PACKER	867	132	\$ _____	\$ _____	\$ _____
0013AM	COMPUTER PROGRAMMER	1,330	150	\$ _____	\$ _____	\$ _____
0014	MATERIAL PLUS MATL.HANDLING RATE _____ %.			\$500,008	Estimated	
0015	PERSONNEL TRAVEL			\$11,973	Estimated	
0016	PERSONNEL PER DIEM			\$7,574	Estimated	
0017	SHIPPING COST			\$14,002	Estimated	
0018	Contract Data Requirements, DD Form 1423 Exhibit A				NSP	

**LOT IV - THIRD OPTION YEAR:**

Item No.	Description	Quantity Amount				
CLIN	DESCRIPTION	EST ST HRS	EST OT HRS	ST RATE	OT RATE	HOL. RATE
0019	<b>RESTORATION SERVICES</b> Machine shop services to disassemble, inspect, repair, overhaul, refurbish, manufacturer, remanufacturer, modify, assemble, and test components and prepare field change/modification kits.					
0019AA	MACHINIST, MAINTENANCE	15,650	2,060	\$ _____	\$ _____	\$ _____
0019AB	MACHINERY MAINTENANCE MECHANIC	5,500	670	\$ _____	\$ _____	\$ _____
0019AC	WELDER, COMBINATION, MAINTENANCE	4,900	670	\$ _____	\$ _____	\$ _____
0019AD	SHEET-METAL WORKER, MAINTENANCE	3,650	670	\$ _____	\$ _____	\$ _____
0019AE	ENGINEER, MECHANICAL	1,150	70	\$ _____	\$ _____	\$ _____
0019AF	ENGINEER, INDUSTRIAL	1,150	70	\$ _____	\$ _____	\$ _____
0019AG	RIGGER	1,500	350	\$ _____	\$ _____	\$ _____
0019AH	WOODWORKER	2,600	400	\$ _____	\$ _____	\$ _____
0019AJ	PAINTER, MAINTENANCE	3,300	360	\$ _____	\$ _____	\$ _____
0019AK	MAINTENANCE TRADES HELPER	4,000	450	\$ _____	\$ _____	\$ _____
0019AL	SHIPPING PACKER	1,000	200	\$ _____	\$ _____	\$ _____
0019AM	COMPUTER PROGRAMMER	1,550	160	\$ _____	\$ _____	\$ _____
0020	MATERIAL PLUS MATL.HANDLING RATE _____ %.				\$624,990	Estimated
0021	PERSONNEL TRAVEL				\$15,000	Estimated
0022	PERSONNEL PER DIEM				\$11,009	Estimated
0023	SHIPPING COST				\$14,453	Estimated
0024	Contract Data Requirements, DD Form 1423 Exhibit A					NSP

**LOT V - FOURTH OPTION YEAR:**

Item No.	Description	Quantity Amount				
CLIN	DESCRIPTION	EST ST HRS	EST OT HRS	ST RATE	OT RATE	HOL. RATE
0025	<b>RESTORATION SERVICES</b> Machine shop services to disassemble, inspect, repair, overhaul, refurbish, manufacturer, remanufacturer, modify, assemble, and test components and prepare field change/modification kits.					
0025AA	MACHINIST, MAINTENANCE	16,300	2,300	\$ _____	\$ _____	\$ _____
0025AB	MACHINERY MAINTENANCE MECHANIC	5,800	705	\$ _____	\$ _____	\$ _____
0025AC	WELDER, COMBINATION, MAINTENANCE	5,000	705	\$ _____	\$ _____	\$ _____
0025AD	SHEET-METAL WORKER, MAINTENANCE	3,800	705	\$ _____	\$ _____	\$ _____
0025AE	ENGINEER, MECHANICAL	1,200	80	\$ _____	\$ _____	\$ _____
0025AF	ENGINEER, INDUSTRIAL	1,200	80	\$ _____	\$ _____	\$ _____
0025AG	RIGGER	1,600	360	\$ _____	\$ _____	\$ _____
0025AH	WOODWORKER	2,900	450	\$ _____	\$ _____	\$ _____
0025AJ	PAINTER, MAINTENANCE	3,600	370	\$ _____	\$ _____	\$ _____
0025AK	MAINTENANCE TRADES HELPER	4,380	500	\$ _____	\$ _____	\$ _____
0025AL	SHIPPING PACKER	1,350	300	\$ _____	\$ _____	\$ _____
0025AM	COMPUTER PROGRAMMER	1,800	200	\$ _____	\$ _____	\$ _____
0026	MATERIAL PLUS MATL.HANDLING RATE _____ %.			\$683,946	Estimated	
0027	PERSONNEL TRAVEL			\$15,027	Estimated	
0028	PERSONNEL PER DIEM			\$10,735	Estimated	
0029	SHIPPING COST			\$14,972	Estimated	
0030	Contract Data Requirements, DD Form 1423 Exhibit A				NSP	

**PART I**  
**1993 EDITION**



## **SECTION B - SUPPLIES OR SERVICES AND PRICES**

### **B-108 MINIMUM AND MAXIMUM QUANTITIES (89JUL)**

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this contract, the contract minimum quantity is a total of \$25,000.00 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

### **B-117 ALLOWABLE COMPENSATION (TIME & MATERIAL)**

The labor rates set forth in SECTION B - SCHEDULE include all allowances for wages, salaries, supervision, overhead, G&A, paid vacation, sick leave, holidays, and for all other charges against the contract (unless otherwise noted herein), and profit. No additional compensation shall be made for these items. The payment amount shall be computed by applying the applicable labor rate or rates set forth therein to the number of direct labor hours performed. Fractional parts of an hour shall be computed on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job time cards signed by the workers performing the services.

**PART I**  
**1993 EDITION**  
**SECTION C - DESCRIPTIONS/SPECIFICATIONS**

**C-1 SPECIFICATIONS/STATEMENT OF WORK**

**1.0 SCOPE:** The Contractor shall provide a full range of machine shop services, including all management, supervision, qualified personnel, facilities, equipment, and material, necessary for the manufacture; fabrication; remanufacture; disassembly; overhaul; refurbishment; repair; modification; assembly; reverse-engineering; technical support; calibration; and test of hydraulic and hull/mechanical components, assemblies, and equipment including painting, crating, packing, packaging, and shipping. Technical assistance and software support are also included within the scope of this contract. Further contractor responsibilities include the maintenance and management of replacement parts stock, maintenance of required records, and data entry and reporting as necessary to perform the requirements set forth in Paragraph 3.11 of this Statement of Work.

**1.1 DEFINITIONS:** The following definitions clarify the terms used in this Statement of Work:

- o **Manufacture and Fabrication:** The process of utilizing materials to make or produce new end products, assemblies, and/or equipment based on drawings, Standard for Exchange of Product (STEP)/Initial Graphics Exchange Specification (IGES) or other data files, specifications, and standards that describe the end item. The products, assemblies, and equipment will be assembled utilizing approved manufacturing processes and may be produced using existing parts and/or parts fabricated specifically for use in the end item.
- o **Remanufacture, Refurbishment, Overhaul:** The process of utilizing new, refurbished, and/or used parts to restore an inoperable product, assembly, or equipment to new or like new condition. During remanufacture, refurbishment, or overhaul the item will be completely or substantially disassembled into individual component parts which will be reworked, rehabilitated, altered and/or replaced. The disassembled component parts will be reassembled into the original product which will be like new and will have the life expectancy, or nearly so, of a comparable new product, assembly, or equipment. The component parts used in the rebuilt end item may be those used in the original end item prior to remanufacture, refurbishment, and/or overhaul or may be from similar end items.
- o **Repair:** The process of refurbishing an end item which is a wholly or partially inoperable product, assembly, or equipment. During the repair process the item will not be substantially disassembled (less than 50% disassembly). The repair process may utilize new, refurbished, and/or used parts or assemblies to replace defective or marginal quality parts or assemblies, or may be accomplished without the use of replacement parts. After repair, the product, assembly, or equipment will be returned to a useable and serviceable condition.
- o **Modification:** The process of utilizing new, refurbished, and/or used parts to change a product, assembly, or equipment. During the modification process the item may be completely or substantially disassembled. After modification the item will be reassembled into a usable and serviceable product, assembly, or equipment. Modification may be accomplished by manufacturing field change kits for installation by Government personnel at another location.

- o Calibration: The process of checking and resetting in accordance with existing or newly developed standards.

**2.0 APPLICABLE DOCUMENTS:** The applicable documents are the latest revision in effect at the time of issue of the individual Delivery Orders.

APPLICABLE DOCUMENTS	DESCRIPTION (SHORT TITLE)
A. ISO-9000 Series	Quality Management & Quality Assurance Standards
B. ASTM-D-3951	Standard Practice for Commercial Packaging
C. ANSI/IPC-PC-90	General Requirement for Implementation of Statistical Process Control

**3.0 REQUIREMENTS:** The following requirements are to be performed at a Contractor's facility which shall be within a 40-mile radius of the NISE East Module Maintenance Facility (MMF), located at the former Charleston Naval Shipyard (CNSY), Charleston, SC.

**3.1 GENERAL:** When ordered by the Ordering Officer, as set forth in Section H, the Contractor shall:

- Manufacture and fabricate products, assemblies, and/or equipment utilizing drawings, STEP/IGES or other data files, specifications, and standards that describe the end item;
- Redesign, modify, and reverse-engineer components for which drawings or data files are not available; and
- Remanufacture, disassemble, overhaul, refurbish, repair, modify, assemble, calibrate, test, and provide technical support for hydraulic and hull/mechanical components, assemblies, and equipment.

**SPECIFIC:** The Contractor shall have the capability to rapidly repair or precision-manufacture components and parts using a production system capable of accepting STEP/IGES data files as well as hard copy drawings. A full range of machine shop services is required, including the capability to turn parts up to 20 inches in diameter, bore and face parts up to 24 inches in diameter, drill 3 inch holes, thread parts up to 21 inch outer diameter, groove and mill parts up to 76X30X28 inches high with a sawing capability for stock up to 12 inches in diameter, and manufacture parts that require 4-axis machining. Additional machine shop requirements include the capability to balance components weighing up to 30,000 pounds, handle components weighing up to 120,000 pounds, and lathe capabilities for shafts up to 80 feet long. Non-Destruct Testing (NDT) on manufactured and repaired components using such methods as ultrasonic testing, radiography, and dye penetrant testing is required. The latest technologies for manufacturing should be utilized such as quick-change tooling, pallet-load machining centers, modular fixturing, and live tooling to meet rapid turn-around requirements are to be used in the machine shop where the work is performed. The Contractor shall have the capability to meet the rapid turn-around requirement of 30 days for CASREPs and other emergency repair/overhaul/manufacture.

**3.2 PRODUCTION REQUIREMENT:** Due to the wide variety of components or assemblies to be manufactured or repaired, the production system shall be capable of shifting rapidly from the repair or manufacture of one part to another of completely different design without loss of production efficiency to minimize cost. The finished products shall be complete mechanically, electrically, and operationally and shall meet the requirements set forth herein and in each Delivery Order. The finished product shall be completely and thoroughly checked and reviewed by the

Contractor for technical accuracy and compliance with provisions of the contract and Delivery Order to ensure no deficiencies will be identified by the Government Quality Assurance representatives through detailed checking, testing, and inspecting. Any work accomplished by the Contractor that does not meet the criteria as specified shall be promptly corrected by the Contractor at no additional cost to the Government.

**3.3 PROCEDURE REQUIREMENTS:** The Contractor's performance under this contract shall, as a minimum, include the requirements outlined below in paragraphs 3.3.1 and 3.3.2.

**3.3.1 Manufacture and Fabrication:** An example of the required work to be performed by the Contractor during the manufacture or fabrication process is outlined below in paragraphs 3.3.1.1 through 3.3.1.4.

3.3.1.1 The Contractor shall use the Government furnished Initial Graphics Exchange Specification (IGES) or Standard for Exchange of Product (STEP) data files, drawings, specifications, and/or standards during the manufacture or fabrication process. The Contractor shall review IGES or STEP data files that describe the end item to be produced to determine feasibility of manufacture/fabrication and potential production problems, as required. The Contractor shall determine the feasibility of redesign/reverse engineering when appropriate. The Contractor shall notify the Contracting Officer's Representative (COR), in writing, of any potential problems that are detected during the review.

3.3.1.2 The Contractor shall maintain an incoming material inspection process, using reference (A) of paragraph 2.0 as a guide, which assures that all material used in the production process meets required specifications and that non-conforming material is appropriately identified, segregated, and discarded.

3.3.1.3 The production process shall include sufficient in-process inspections and process controls to assure that all end products submitted to the Government for acceptance conform to the applicable drawings, specifications, and/or standards. In-process inspections by Government QA personnel will be required as specified in the Delivery Order. After manufacture/fabrication and final inspection by the Contractor QA personnel, the end items shall be submitted to Government QA for final acceptance.

3.3.1.4 The Contractor shall pack/package production units in accordance with reference (B) of paragraph 2.0 or as specified in the Delivery Order.

**3.3.2 Remanufacture, Refurbishment, Overhaul, Modification, Repair, Testing, and Calibration:** The Contractor shall devise and document the most cost efficient process for remanufacture, refurbishment, overhaul, modification, repair, testing and calibration. Process sheets which detail the process to be performed will be posted at each station in the process. The process shall be approved by the COR prior to production start. An example of the required work to be performed by the Contractor during the refurbishment, overhaul, repair (ROR) process is outlined below in paragraph 3.3.2.1 through 3.3.2.24. A representative repairables list is provided as Attachment (5) to this SOW. This list is provided only as an example of the type of equipment the Contractor may be required to repair. The quantities shown are an estimated average repair workload for one quarter.

3.3.2.1 The process is to be monitored and controlled using automated production tracking procedures described in paragraph 3.10.

3.3.2.2 The Contractor shall maintain an incoming material inspection process, using reference (A) of paragraph 2.0 as a guide, which assures that all material used in the ROR process meets required specifications and that non-conforming material is appropriately identified, segregated, and discarded.

3.3.2.3 The Contractor shall disassemble only to the extent required to facilitate performance of inspection, thorough cleaning, and refurbishment, overhaul or repair.

3.3.2.4 The Contractor shall inspect and inventory the equipment to determine if it can be returned to Ready for Issue (RFI) condition, and determine major work and parts required.

3.3.2.5 The Contractor shall verify that all applicable field changes are installed.

3.3.2.6 When directed by the COR, the Contractor shall order parts and hardware to replace those found defective and more economical to replace than to rework, per paragraph 3.4. Assembly of parts into a higher assembly to be installed in equipment being refurbished, overhauled or repaired is allowed.

3.3.2.7 The Contractor shall order, manufacture and/or assemble field change kits and other sub-assemblies that are missing in preparation for installation at time of reassembly. Some types of field change kits shall be manufactured and/or assembled and delivered to the Government for installation at another location by Government personnel, as specified in the Delivery Order.

3.3.2.8 The Contractor shall clean the equipment of any foreign matter. Cleaning shall be conducted in such a manner as to avoid any destruction or deterioration to the hardware wiring or components.

3.3.2.9 The Contractor shall renew or replace defective or deteriorated parts or components which may effect the efficiency of the equipment.

3.3.2.10 The Contractor shall perform cosmetic restoration on all equipment transiting throughout overhaul or refurbishment (minor surface dents are excluded if authorized by the COR). Cosmetic restoration is defined as refurbishing cabinetry, accessories, and primary equipment back to "as new" condition.

3.3.2.11 The Contractor shall lubricate gear trains, metallic mechanisms and other areas where friction may occur under normal operation, as required by the applicable lubrication charts or specifications.

3.3.2.12 The Contractor shall perform in-process inspections, if necessary, as delineated in the Contractor's Quality Assurance Plan.

3.3.2.13 The Contractor shall reassemble the components and assemblies using new, refurbished, manufactured, and existing reusable parts. All material will be acquired through Government sources, if available. Parts not available from the Government shall be contractor procured or manufactured when authorized by the Ordering Officer.

3.3.2.1 The Contractor shall troubleshoot, repair, and align the equipment to the requirements of applicable technical directives.

3.3.2.15 The Contractor shall perform a pre-visual inspection prior to final assembly of components/sub-assemblies, as delineated in the Contractor's Quality Assurance Plan.

3.3.2.16 The Contractor shall perform the required tests and/or calibrations. The procedures will be identified in applicable technical documents or in the Delivery Order, and the test results shall be recorded as specified in each Delivery Order. Test equipment used in accomplishing verification of repair/overhaul/refurbishment shall bear valid (in-date) calibration stickers traceable to a certified calibration standards facility. All test equipment used to perform quantitative measurements shall be traceable to the National Institute of Standards and Technology (NIST).

3.3.2.17 The Contractor shall notify his inspector when equipment is ready for operational inspection as delineated in the Contractor's Quality Assurance Plan.

3.3.2.18 The Contractor shall accomplish final assembly and touch-up.

3.3.2.19 The Contractor shall renew marking, where required, to meet the requirements of applicable documents.

3.3.2.20 When applicable, the Contractor shall affix identification label/s to the equipment, as specified in the Delivery Order. This includes, but is not limited to, affixing Bar Code labels identifying the NSN, serial number, and field change level of equipment, and nomenclature labels/plates.

3.3.2.21 The Contractor shall perform final visual inspection as delineated in the Contractor's Quality Assurance Plan.

3.3.2.22 After refurbishment, overhaul, repair, and acceptance by the Contractor QA personnel, the end items shall be submitted to Government QA for final acceptance.

3.3.2.23 The Contractor shall be required to notify Government QA personnel prior to contractor in-process, pre-visual, visual, and operational inspections if specified in the Delivery Order.

3.3.2.24 The Contractor shall pack/package repaired/overhauled units in accordance with reference (B) of paragraph 2.0 or as specified in the Delivery Order.

3.3.3 Data Items: The Contractor shall provide the following information to the Government, as specified in the Delivery Orders and the DD Form 1423.

3.3.3.1 In order to properly track all in-process equipment repairs, weekly shipments and inductions, the Contractor shall provide a weekly hard copy Induction/Work in Process/Shipping Report which lists the equipment inducted during the current week, currently in process, and shipped during the current week.

3.3.3.2 The Contractor shall prepare an Equipment Repair/Manufacture History which provides historical information for each item overhauled/repaired or manufactured. The repair section shall include the following data elements: NSN/part number, serial number, model number, nomenclature, description/noun name, total labor hours to repair, repair parts/material cost, other repair costs, repair completion date, Delivery Order Number, and a brief summary of repair action. The manufacture section shall include the following data elements: NSN/part number, model number, nomenclature, description/noun name, drawing number/step file number, total labor hours to manufacture, material cost, other manufacture costs, date of manufacture, Delivery Order Number, and number manufactured. Data shall identify whether manufactured item was part of a field change kit.

**3.4 REPAIR PARTS REQUIREMENT:** Stock-numbered repair parts and material shall be requisitioned by the Government and provided to the contractor as GFM. Repair parts only commercially available or stock-numbered items not readily available shall be procured by the Contractor if authorized in the Delivery Order. To sustain the total productive effort, the Contractor shall have a secure space for repair parts storage and processing. The Contractor shall be authorized to procure and stock only those repair parts to be used in performance of this contract which are unique to military equipment and generally not commercially available, require long lead production time for delivery, or are used in sufficient quantity or frequency to justify retaining stock on-hand. The Contractor shall submit repair parts candidates for stocking to the COR for approval. The Contractor shall be responsible for maintaining an automated current parts inventory system which will ensure parts used are assigned to proper tasking.

This inventory shall include parts removed from cannibalized equipment, parts purchased by the Contractor, and parts obtained by the Government from the Navy Stock System. The Contractor shall be periodically tasked, as specified by the COR, to verify inventories, usage and funding for completeness and accuracy. GFM provided during the period of performance of the contract which is lost (not consumed in the productive effort) shall be replaced at the Contractor's expense at the current replacement price.

**3.4.1 Data Items:** All Requests for Government Furnished Material repair parts (Navy Stock System) shall be submitted to the COR in accordance with the DD Form 1423 for Government requisitioning. Repair parts/material procured by the Contractor shall be authorized by the Ordering Officer prior to procurement. The Contractor shall establish and maintain a system of material control records which shall be complete, accurate and timely. These records shall reflect a running account of material status, GFM and CFM, from initial request to final disposition and all such records shall be retained by the Contractor. All material transactions shall be readily identifiable to the respective requisition/purchase order number and Government Job Order. In the event of suspected inventory irregularity, the Government may direct a special inventory by the Contractor or the Government, or a joint inventory. Inventories shall not interfere with normal receipt and issue. A Physical Inventory/Usage Report of all GFM/CFM on hand is to be provided annually, sorted by NSN for GFM and Part Number for CFM. Also, in order to properly track inactive inventory as part of the inventory control process, the Contractor shall provide a separate zero usage list. This list shall contain only those items with no usage over the last 12 months (or reporting period if less than 12 months) and is to be sorted in order of Stock/Part Number.

**3.4.2** The Contractor shall periodically review the inventory to determine:

Items that should be added to the inventory or have increased stock levels due to high usage or new requirements.

Items that should be eliminated or reduced in quantity due to low usage or obsolescence.

The suggested stocking action shall be implemented after approval by the COR.

**3.4.3 Material Shelf-life:** The Contractor shall develop and maintain an accurate inventory of materials that have an expiring shelf life for both GFM and CFM. All shelf life materials are to be kept current by rotating stock and inspection, testing or restorative action to extend shelf life when possible. The Contractor shall purge expired materials that have a definite non-extendible shelf life period.

**3.4.4 Material Storage, Handling, and Disposal:** The Contractor shall be responsible for the proper storage, handling, and disposal of all hazardous materials used in the performance of the contract. All such material shall be discarded in accordance with all Federal, State, and local laws or regulations.

**3.5 CONTRACT ADMINISTRATION:** The Contractor shall maintain the necessary data files to provide the required reports for hard copy deliverables as well as access through the Automated Production Tracking System.

**3.5.1 Data Item:** The Contractor shall submit an Invoice Report with each invoice which includes the information specified in the DD Form 1423 for each Delivery Order in effect during the calendar month..

**3.6 FACILITY REQUIREMENTS:** The facility where work is to be performed shall be no more than 40 miles from the NISE East Module Maintenance Facility at the former Charleston Naval Shipyard. The Contractor is responsible for providing all facilities necessary to perform the work required by this contract, including all

necessary equipment, tools, benches, lights, etc.. The Contractor will only be permitted to use specific Government facilities and equipment when specified in the Delivery Order.

3.6.1 The Contractor shall provide enclosed office space (minimum size of 50 SF) for Government QA personnel as well as access to a facsimile machine. The office space shall be outfitted with a desk, chairs, telephone, and space for a file cabinet/safe which will be provided by the Government. The Contractor shall be responsible for all upkeep and maintenance in the space provided for use by Government personnel.

**3.7 QUALITY PROGRAM:** The Contractor shall have an effective and economical Quality Program which shall be approved by the Government. This quality program shall apply throughout the refurbishment, overhaul, repair, inspection, calibration, manufacture, and assembly process, as specified in the contract. The program will use ISO-9000 Quality Management & Quality Assurance Standards as a guide for demonstrating product quality.

3.7.1 Contractor Inspection Responsibility: The Contractor shall be responsible for the performance of all inspection requirements, unless otherwise specified by the technical repair documents and other applicable documents. The Contractor may use his own, or any other comparable facility, for the performance of his Quality Assurance inspection requirements unless disapproved by the Government. The Contractor's inspection system, to be acceptable to the Government under the FAR clause 52.246-6 for services rendered hereunder, shall assure that all required tests and services are (1) actually performed, (2) performed at the proper time and in the proper sequence, and (3) conform in all respects to applicable quality standards as set forth elsewhere in the contract or implied by law.

3.7.2 Government Inspection: The Government reserves the right to perform any inspection at any time without advance notification to assure conformance with the prescribed requirements. Verification of the requirements will include, but not be limited to, inspection of products, services, supplies, and records to assure compliance with all requirements of this contract. Once notified of any discrepancies found by the Government, the Contractor shall promptly correct these discrepant areas to assure contract conformance.

3.7.3 Quality Program Planning: The Contractor shall plan his Quality Program, tailoring the program elements and tasks to the requirements of the contract. Program elements and task planning shall be documented and shall identify contractor procedures applicable to this contract using the applicable elements of the ISO-9000 series as a guide. The documentation shall include, but not be limited to, the items listed below:

- a. Failure Data Collection, Analysis, and Corrective Action procedures to be implemented during in-plant test activities.
- b. List of Quality Records that will be maintained in Contractor's documentation file.
- c. Control of technical repair documents, computer data files, drawings and changes developed or utilized during task assignments.
- d. Corrective actions.

Subject to FAR clause 52.246-6, the Contractor's records of all inspections under this contract shall, as a minimum, describe each inspection action and include the date and time as well as the signature of the Contractor's inspector.

3.7.3.1 Data Item: The Contractor shall submit a Product Assurance Quality Program Plan to the Government for approval, in accordance with the DD Form 1423. This plan shall define the scope and depth of the quality assurance



effort applicable to the specific items of supplies or records or services in this contract and shall identify, in the appropriate places within the plan, the Contractor's policies or procedures which will be implemented for this program within the time schedules specified in this contract. The plan shall describe in detail the functional aspects of the Contractor's program to meet the requirements of the contract. The plan shall identify the necessary planning, scheduling, techniques, procedures, processes and responsibilities for the attainment of a quality product. In addition, it will contain the sequential quality actions and methods used by the Contractor to assure delivery of materials and end items conforming to contractual intent. The plan shall include information regarding the contractor's policy on testing methods and procedures, and any critical issues to be resolved by testing during the manufacturing process. The Contractor shall prepare and maintain written procedures for the control of quality which shall be included in the plan. These procedures will include all process control procedures necessary to maintain an effective quality program.

**3.7.4 Statistical Process Control (SPC):** The Contractor shall maintain a Statistical Process Control system in accordance with reference (C) of paragraph 2.0. The SPC system will utilize statistical techniques, such as control charts, to analyze a process/skill or its output in order to take appropriate actions to achieve or maintain a state of statistical control, and for assessing and improving process capability. The objective of these techniques is to continually reduce variation of the end product.

**3.7.4.1 Data Item:** In order to reduce variation and improve quality, the Contractor shall develop and implement a Statistical Process Control (SPC) System Plan. The plan shall describe how the SPC system will utilize statistical techniques, such as control charts, to analyze a process/skill or its output in order to take appropriate actions to achieve or maintain a state of statistical control, and for assessing and improving process capability.

**3.7.5 Indoctrination and training:** The Contractor shall determine indoctrination and training requirements of this contract, and based upon these requirements, establish a training program for engineering, production, procurement, manufacturing, quality assurance/control personnel and other personnel whose work has an effect on the quality of the product. Those personnel engaging in any aspect of manufacturing/repair, quality assurance/quality control, functions involving special processes, operations which require special skills, and/or could effect the quality of a product, shall be certified. Machinists and inspectors who work on propulsion shafts, propellers, and SUBSAFE components shall be NAVSEA certified. Records indicating course, schedule, detailed content, and personnel attending shall be maintained, including a method for identifying certified personnel at the location where they conduct operations for which they are certified. The Contractor shall have a current Employee Training and Certification Plan which details the certification process, addresses the subject and frequency of indoctrination and training, and identifies the employees targeted for the courses. The plan shall address refresher training and recertification, as required. The Contractor shall have this plan available for Government review upon request.

**3.8 TEST PLANNING:** The Contractor shall perform visual and operational tests and examinations of the serviced equipment in accordance with the approved test plan, where applicable, and any other referenced technical repair document. A copy of the current process or procedure shall be available at each work operation or station. In the case where referenced repair documents are in conflict or are ambiguous, the COR shall be notified for technical clarification.

**3.8.1 Data Item:** The Contractor shall provide written Test Procedures and test data sheets in the absence of previously written test procedures. Written procedures will consist of pertinent and accurate information describing those operations and actions to be performed by the Contractor to meet all specifications covering the system. Written Test Procedures shall be in accordance with the DD Form 1423 and must be approved by the Government prior to implementation. Disapproval of the Contractor's procedures will be based on non-compliance with

applicable specifications and/or standards, contract provisions, or evidence that contract requirements will not be met. The disapproval will be conveyed to the Contractor in writing within 15 days.

3.8.2 Data Item: The Contractor shall submit Test Procedure Change Proposals to make changes to existing written test procedures during the life of the contract. These changes shall be submitted for approval in accordance with the DD Form 1423 prior to implementation.

**3.9 FIELD SERVICE:** Under certain circumstances the Contractor may be required to provide qualified personnel to provide technical assistance to ships and facilities for the purpose of aiding in the repair of cognizant equipment.

3.9.1 Data Item: The Contractor shall provide a Trip Report, in accordance with the DD Form 1423, outlining situations found, work completed, and status upon departure.

**3.10 AUTOMATED PRODUCTION TRACKING SYSTEM (APTS):** The Contractor shall have an automated production tracking system using a relational database to provide updated (within 24 hours) information on the status of equipment, material, and labor usage under this contract, including financial data. The Contractor's APTS shall include the data elements listed in paragraph 3.10.3. The Contractor shall provide his own hardware and software for this requirement. If the Contractor has no current automated tracking system or a system which cannot be modified to accept all of the required data elements, the Contractor shall use commercially available software, such as Microsoft Access®, for development of a tracking system to meet this requirement.

3.10.1 Government Access to APTS: The Contractor shall provide for Government access to the APTS from a terminal located in the dedicated Government office space in the Contractor's facility. The terminal shall be used to provide read-only on-line access for Government personnel to all automated data pertinent to this contract, as required in paragraph 3.10.

3.10.2 Data Item: All files and records generated in the performance of this contract shall be maintained by the Contractor for the duration of the contract and shall be regarded as Government property. The Automated Production Tracking System Data Files and Records shall be delivered to the Government upon termination or expiration of this contract, in accordance with DD Form 1423.

3.10.3 Data Requirements: The Contractor shall maintain all the APTS data elements detailed in paragraphs 3.10.3.1 and 3.10.3.2 below. The data is listed by logical groupings which are intended to support specific functional areas. The Contractor shall utilize this relational database to meet the requirements for the APTS described in paragraph 3.10 and the Contract Data Requirements List, DD Form 1423, for this contract.

3.10.3.1 Work in Process Data: The Work in Process data file is required to monitor and track equipment during manufacture, and repair, overhaul, and refurbishment (ROR), and should contain the following data elements:

3.10.3.1 Work in Process Data Element Group

<u>Data Element</u>	<u>Description</u>
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Contract Number	Number of the current contract
Job Order Number (Master)	Field Name
Job Order Number (Slave)	Unique Equipment Number based on Master Job Number

### 3.10.3.1 Work in Process Data Element Group (con't)

<u>Data Element</u>	<u>Description</u>
Job Order Quantity Auth.	Quantity authorized on Job Order
Job Order Quantity Canc.	Quantity canceled for this Job Order
Delivery Order Number	Applicable Delivery Order Number
Modification Number	Latest modification to the basic Delivery Order
Government POC	Person assigned by COR to assist in tracking Delivery Order
BSS Number	NAVSUP Document Identifier (BSS - SPCC repair directive)
Type of Job	Refurbishment (REF), Repair (REP), Overhaul (OVH), Manufacturing (MFG), Fabrication (FAB)
Work Section	Work section within shop
Job Est. Completion Date	Contractor's estimated/projected completion date
FAD	Force Activity Designator
Quantity "M" Condition	Number of items in "M" Condition
Quantity "A" Condition	Number of items returned in "A" Condition
Quantity "B" Condition	Number of items returned in "B" Condition
Quantity "H" Condition	Number of items returned in "H" Condition
Quantity "F" Condition	Number of items returned in "F" Condition
Priority	Assigned Navy UMMIPS Priority
Quantity Received	Number of units received per Job Order
Quantity Inducted	Number of units inducted per Job Order
Quantity Completed	Number of units completed per Job Order

### 3.10.3.1 Work in Process Data Element Group (con't)

<u>Data Element</u>	<u>Description</u>
Quantity Shipped	Number of units shipped per Job Order
TCN In	Incoming Transportation Control Number
Date Received	Date equipment received
Source	Shipping activity or originator
Date Inducted	Date equipment is inducted
Inducted NSN	National Stock Number of item inducted
COG	Life Cycle Manager (2F, 2Z, 7E, 7G, 7H, 7Z, etc.)
Equipment Nomenclature Serial Number	Equipment Model/Type Number Serial number of equipment
Current Queue	Specific queue equipment resides in during each phase of the ROR
Current Queue Date	Date equipment entered the current queue
Location of Equipment	Location within facility
Equipment Status	M - In repair, G - Waiting parts, A - RFI, B - RFI, F - NRFI, H - Surveyed
Zub Number	Supply Center control number
Return NSN	National Stock Number of item returned (if changed due to a modification)
Date Shipped	Date equipment is shipped from shop
Ship to UIC	UIC to receive equipment shipped
Ship to	Destination of equipment
Mark For	Person or activity to receive equipment
TCN Out	Outgoing Transportation Control Number
Completion Code	1 Alpha character followed by 1 numeric character for use with DD-1348

### 3.10.3.1 Work in Process Data Element Group (con't)

<u>Data Element</u>	<u>Description</u>
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Date Complete	Date ROR is complete (including all Contractor and Government QA checks)
Del. Order Qty. Canceled	Number of items canceled for this Delivery Order
Del. Order Qty. Authorized	Number of items authorized for this Delivery Order
Del. Order Job Start Date	Start Date per Delivery Order
Del. Order Job Compl. Date	Completion Date per Delivery Order
Requisition Number	Job Order Requisition Number
Lot Number	Contract lot year
MH SUB CLIN Authorized	Man Hours authorized per Labor SUB CLIN
MH SUB CLIN Expended	Man Hours expended per Labor SUB CLIN
MH SUB CLIN Invoiced	Man Hours invoiced per Labor SUB CLIN
\$ SUB CLIN Authorized	Dollars authorized per SUB CLIN
\$ SUB CLIN Expended	Dollars expended per SUB CLIN
\$ SUB CLIN Invoiced	Dollars invoiced per SUB CLIN
\$ TOTAL D.O. Authorized	Total Dollars authorized per Delivery Order
\$ TOTAL D.O. Invoiced	Total Dollars invoiced per Delivery Order
\$ TOTAL CLIN Invoiced	Total Dollars invoiced per CLIN
\$ Non-Labor CLIN Auth.	Dollars authorized per Non-Labor CLIN
\$ Non-Labor CLIN Expended	Dollars expended per Non-labor CLIN
\$ Non-Labor CLIN Invoiced	Dollars invoiced per Non-labor CLIN

3.10.3.2 Material Data: The Material data file is required to monitor and track material inventory, issues, and usage and will contain the following data elements:

#### 3.10.3.2.1 Inventory Data Element Group

<u>Data Element</u>	<u>Description</u>
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NSN	National Stock Number
Alt NSN	Alternate NSN which may be used
Description	Description of part
Unit Cost	Unit cost of part
Package Quantity	Quantity per package as supplied by supply center
COG	Life Cycle Manager
CAGE	Contractor And Government Entity
MFG Part Number	Manufacturer's part number
Unit of Issue	Units in which part is issued
Inventory Location	Location of part within the facility
Job Quantity Assigned	Quantity assigned to each slave job order
Total Assigned Quantity	Quantity of parts reserved for work in process
Total Quantity	Total Quantity On Hand
Unassigned Quantity	Quantity not reserved for specific job, and not greater than high order point (requires replacement when issued)
HazMat Code	Identifies type of hazardous material
Shelf Life	Identifies material with shelf life
Shelf Life Date	Identifies earliest shelf life expiration date
CFM Indicator	Identifies material as Contractor Furnished Material
Vendor Name	Name of vendor
Turn-in required	Identifies part as turn-in required for net costing

3.10.3.2.1 Inventory Data Element Group (con't)  
Data Element                      Description

Net Cost	Unit cost if turn in is made
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Quantity On Order	Total number of items currently on order
Job Order Number	Slave job order(s) to which material is assigned
High Order Point	Minimum required inventory level
Free Issue	Quantity not reserved that exceeds high order point

#### 3.10.3.2.2 Purchase Orders Data Element Group

<u>Data Element</u>	<u>Description</u>
PO Number	Purchase Order Number
Part Number	Manufacturer's Part Number
Order Qty.	Quantity ordered
Unit of Issue	Units in which parts are issued
Unit Cost	Unit cost of part
Work Section	Work Section ordering part
Job Order Number	Job Order Number for which part was ordered
Vendor Name	Name of vendor
Order Date	Date material was ordered
Qty. Received	Quantity of parts received
Extended Cost	Total cost of individual PO
Est. Ship Date	Estimated ship date of open/outstanding parts

**3.11 DATA REQUIREMENTS:** The Contractor shall provide to the Government deliverable data products in accordance with the attached DD Form 1423 and this Statement of Work. The NISE East Contract Administration Officer shall receive a copy of all cover letters ONLY forwarding data items, unless a copy of the data item is called for in Block 14 of the DD Form 1423. Government review time will be 30 days on all documents requiring

approval, unless otherwise specified on the DD Form 1423. All data items shall be delivered using MS OFFICE version 4.2/4.3, except the APTS which shall be in contractor-selected format.

#### **4.0 TIME OF COMMENCEMENT AND DELIVERY**

4.1 Effort shall commence within twenty-four (24) hours after receipt of equipment and shall be completed within 90 days, unless otherwise stated in the individual Delivery Orders. CASREPs and other rapid turn around requirements shall be completed within 30 days, unless otherwise stated in the Delivery Orders.

4.2 The destination(s), delivery schedule date(s), and delivery terms for all deliverables under this contract will be specified in individual Delivery Orders issued hereunder.

#### **C2 REQUIRED STANDARD OF WORKMANSHIP**

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field of endeavor, and holding any licenses required by law.

#### **C-5 PRIOR WRITTEN PERMISSION REQUIRED FOR ALL SUBCONTRACTS (89JUL)**

None of the services required by this contract shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

#### **C8 PERSONNEL QUALIFICATIONS (MINIMUM)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth herein in Section C and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference listing should be provided in the offeror's proposal identifying the difference.

(b) Personnel assigned for performance of Delivery Orders placed under this contract shall meet the minimum qualifications prescribed below. The Government will review resumes of contractor personnel proposed to be assigned, and if personnel are not currently in the employ of the Contractor, a written agreement to work from potential employees will be part of the technical proposal. The Contractor shall also submit resumes of new or replacement personnel to the Government for review. All employees designated by the Contractor to work on propulsion shafts, propellers, and SUBSAFE components shall have current or prior NAVSEA certification.

(c) Data Item: The contractor shall submit a Personnel Status Report listing personnel currently assigned to perform work under this contract. The report shall show name, work section, applicable labor SUB CLIN, and job title, if different from labor category, in accordance with the DD Form 1423.

(d) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(e) The Contractor shall be responsible for employing trained management, technical, and other personnel to perform work outlined in Section B and C. The Contractor shall have the personnel, organization, and



administrative control necessary to ensure that the services he performs meet all requirements specified in Delivery Orders. The work history of each Contractor employee shall contain experiences directly related to the tasks and functions to which he/she will be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficient detail directly related to experience to reasonably ensure the ability for effective and efficient performance.

**(1) COMPUTER PROGRAMMER**

Individual(s) qualifying under this labor category

a. shall have demonstrated experience in converting specifications into a sequence of detailed instructions to solve problems through electronic data processing, drawing program flow charts to describe the processing of data, developing the logic steps which when entered into a computer in a coded language causes the manipulation of data to achieve desired results, testing and correcting programs, preparing instructions for computer operators, modifying computer programs to increase operating efficiency or to respond to changing work processes, and maintaining records which document program development and revisions.

b. shall be a graduate of resident study at an accredited technical institute above high school level, or have successfully completed a military technical school equivalent with a curriculum structured to provide expertise in computer systems analysis and shall have a minimum of two (2) years experience in computer programming.

**(2) MACHINERY MAINTENANCE MECHANIC**

Individual(s) qualifying under this labor category

a. shall have demonstrated experience in repairing machinery or mechanical equipment and examining machines and mechanical equipment to diagnose source of trouble; dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts; replacing broken or defective parts with items obtained from stock; ordering the production of a replacement part by the machine shop; preparing written specifications for major repairs or the production of parts ordered from the machine shop; reassembling machines and making all necessary adjustments for operation.

b. shall have rounded training and experience acquired through a formal apprenticeship or equivalent training and experience; a minimum of 3 years experience at the journeyman level is required.

**(3) MACHINIST, MAINTENANCE**

Individual(s) qualifying under this labor category

a. shall have demonstrated experience in producing replacement parts and new parts and making repairs to metal parts of mechanical equipment; shall have demonstrated ability to interpret written instructions and specifications, plan and layout work, use a variety of machinist's hand tools and precision measuring instruments, set up and operate standard machine tools, shape metal parts to close tolerances, and make standard shop computations relating to dimensions of work, tooling, feeds, and speeds of machining; shall have knowledge of the working properties of common metals, selecting standard materials, parts and equipment required for this work, and fitting and assembling parts into mechanical equipment.

b. shall have rounded training and experience in machine shop practice acquired through a formal apprenticeship or equivalent training and experience; a minimum of 3 years experience at the journeyman level is required.

**(4) WOODWORKER**

Individual(s) qualifying under this labor category

a. shall have sufficient experience or technical training to demonstrate capabilities to perform the following specific work: Constructing and repairing boxes, crates, pallets and storage bins from wood and wood substitutes; studying specifications; marking and cutting wood using patterns, templates, ruler, pencil, and hand and power saws; fastening or installing parts such as hinges, catches and handles, using a hammer, nailing machine or power stapler; repairing defective containers by replacing worn or damaged parts; building crates around objects; and packing, sealing, banding, and applying markings to crates and containers.

b. shall have a minimum of two (2) years experience in woodworking.

**(5) SHEET METAL WORKER, MAINTENANCE**

Individual(s) qualifying under this labor category

a. shall have the demonstrated ability to fabricate, install, and maintain in good repair sheet-metal equipment; plan and lay out all types of sheet-metal maintenance work from blueprints, models, or other specifications; set up and operate all available types of sheet-metal working machines; use a variety of hand tools in cutting, bending, forming, shaping, fitting and assembling; and install sheet-metal articles as required.

b. shall have rounded training and experience in sheet-metal work acquired through a formal apprenticeship or equivalent training and experience; a minimum of 3 years at the journeyman level is required.

**(6) PAINTER, MAINTENANCE**

Individual(s) qualifying under this labor category

a. shall have the demonstrated ability to paint metal, wood, and plastic/fiberglass surfaces; knowledge of surface peculiarities and types of paint required for different applications; have the demonstrated ability to apply paint with spray gun or brush; place putty or filler in holes and gaps; and mix colors, oils, white lead, and other paint ingredients to obtain proper color or consistency.

b. shall have rounded training and experience acquired through a formal apprenticeship or equivalent training and experience; a minimum of 3 years at the journeyman level is required.

**(7) WELDER, COMBINATION, MAINTENANCE**

Individual(s) qualifying under this labor category

a. shall have the demonstrated ability to weld metal components together to fabricate or repair products, such as machine parts, plant equipment, motors and generators, according to layouts, blueprints, or work orders, using brazing and a variety of arc and gas welding equipment; have the demonstrated ability to weld metal parts together, using both gas welding or brazing and any combination of arc welding processes; perform related tasks such as thermal cutting and grinding, repair broken or cracked parts, fill holes and increase the size of metal parts; position and clamp together components of fabricated metal products preparatory to welding; locate and repair cracks in metal equipment, using inspection equipment and gas torches; and perform repairs.

b. shall have rounded training and experience acquired through a formal apprenticeship or equivalent training and experience; a minimum of 3 years at the journeyman level is required.

## **(8) MAINTENANCE TRADES HELPER**

Individual(s) qualifying under this labor category

a. shall have the demonstrated ability to assist one or more workers in the skilled maintenance trades by performing specific or general duties of lesser skill, such as keeping a worker supplied with materials and tools; clean working area, machine, and equipment; assist journeyman by holding materials or tools; and perform other unskilled tasks as directed by journeyman.

b. shall have 2 years working experience in the above areas.

## **(9) MECHANICAL ENGINEER**

Individual(s) qualifying under this labor category

a. shall have the demonstrated ability to review technical specifications and work requests to determine anticipated production or repair difficulties; design, prepare, and interpret specifications, engineering drawings, and data files for other engineers, technicians, and machinists; identify and resolve design drawing and specification problems; develop/review test procedures for manufactured and repaired items; review test data and ensure items are in full compliance with requirements; and inspect for adequacy of work and provide on-the-spot engineering advice.

b. shall have a minimum of three (3) years of experience as a mechanical engineer performing work similar to the duties described above and must satisfy the requirements of either paragraph (c) or (d).

c. shall have a Bachelor of Science degree in mechanical engineering from a school where the program is certified by the Accreditation Board for Engineering and Technology (ABET) or whose curriculum consists of differential and integral calculus and courses in five of the seven areas of engineering: (a) statics & dynamics; (b) strength of materials; (c) fluid mechanics & hydraulics; (d) thermodynamics; (e) electrical fields and circuits; (f) nature and properties of materials; (g) any other comparable area of fundamental engineering science or physics.

OR

d. a combination of education and experience. The adequacy of such experience must be demonstrated by one of the following: professional registration; written test (Engineer in Training exam); a Bachelor of Science degree in a related technical field, such as engineering technology or physics and 1 year professional engineering experience acquired under professional engineering supervision and guidance; or successful

completion of a least 60 hours of courses in the physical, mathematical, or engineering sciences that meet the requirements of a professional engineering curriculum, as specified in paragraph (c) above.

**(10) INDUSTRIAL ENGINEER**

Individual(s) qualifying in this labor category

a. shall have the demonstrated ability to review technical specifications and work requests to determine optimum production and repair methods; determine facility layout and job order scheduling; monitor production and repair process to ensure the safety and efficiency of both workers and machines; assist in tracking, creating, implementing, and testing quality control provisions; ensure the engineering effort is accomplished with the funds allotted; inspect for adequacy of work and provide on-the-spot engineering advice.

b. shall have a minimum of three (3) years of experience as an industrial engineer performing work similar to the duties described above and must satisfy the requirements of either paragraph (c) or (d).

c. shall have a Bachelor of Science degree in industrial engineering from a school where the program is certified by the Accreditation Board for Engineering and Technology (ABET) or whose curriculum consists of differential and integral calculus and courses in five of the seven areas of engineering: (a) statics & dynamics; (b) strength of materials; (c) fluid mechanics & hydraulics; (d) thermodynamics; (e) electrical fields and circuits; (f) nature and properties of materials; (g) any other comparable area of fundamental engineering science or physics.

OR

d. a combination of education and experience. The adequacy of such experience must be demonstrated by one of the following: professional registration; written test (Engineer in Training exam); a Bachelor of Science degree in a related technical field, such as engineering technology or physics and 1 year professional engineering experience acquired under professional engineering supervision and guidance; or successful completion of a least 60 hours of courses in the physical, mathematical, or engineering sciences that meet the requirements of a professional engineering curriculum, as specified in paragraph (c) above.

**(11) RIGGER**

Individual(s) qualifying under this labor category

a. shall have the demonstrated ability to assemble rigging to lift and move equipment or material in manufacturing plant or shipyard; select cables, ropes, pulleys, winches, blocks, and sheaves according to weight and size of load to be moved; attach pulley and blocks to fixed overhead structures, such as beams, ceilings, and gin pole booms, with bolts and clamps; attach load with grappling devices, such as loops, wires, ropes and chains, to crane hook; give directions to Bridge-or-Gantry-Crane Operator or Hoisting Engineer engaged in hoisting and moving loads to insure safety of workers and material handled, using hand signals, loudspeaker, or telephone; set up, brace, and rig hoisting equipment, using hand tools and power wrenches; and splice rope and wire cables to make or repair slings and tackle.

b. shall have rounded training and experience acquired through a formal apprenticeship or equivalent training and experience; a minimum of 3 years at the journeyman level is required.

**(12) SHIPPING PACKER**

Individual(s) qualifying under this labor category:

- a. shall have demonstrated ability preparing finished products for shipment or storage; placing items in shipping containers; selecting appropriate types and size of containers; inserting enclosures in containers; using excelsior or other material to prevent breakage or damage; closing or sealing a container; and applying labels or entering data on containers.
- b. shall have at least one year of experience working in the above areas.
- c. shall have knowledge and familiarity with Governmental packaging and shipping requirements.

### **(13) QUALITY CONTROL INSPECTOR**

The QA inspector performs surveillance of such operations as the manufacture, modification, overhaul and repair of hull/mechanical, hydraulic and armored vehicle systems, assemblies and components to ensure adherence to standards and specifications. Performs inspection of components, assemblies, and systems received from vendors, and may conduct inspection operations at subcontractor facilities. He witnesses the final test, check out, and evaluation of hull/mechanical systems and prepares written reports. He insures systems, assemblies, and components which have been manufactured, repaired, modified, or overhauled meet customer and industry requirements for quality and operational effectiveness and that operations have been completed according to specified QA or applicable procedures.

Individual(s) qualifying for Quality Control Inspector:

- a. shall have a minimum of five (5) years general experience in the quality field with at least three (3) years of specialized quality experience in repair, overhaul, manufacturing, and testing of hull/mechanical and hydraulic equipment.

NOTE: Technical schooling shall count as one (1) month of experience for each two (2) months of schooling.

- b. shall demonstrate knowledge of inspection methods, sampling techniques and practices germane to Quality Control programs; knowledge of relevant product characteristics; knowledge of applicable production methods and techniques or industrial processes; ability to use precision measuring equipment, gauges and instrumentation; ability to interpret and apply contract and engineering specifications, regulations, policy statements and other similar guideline material; and the ability to conduct technical inspections.

### **C-651 CONTRACTOR TEAM ARRANGEMENTS (92AUG)**

- (a) "Contractor team arrangement" means an arrangement in which:

(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

(2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

- (b) The Government will accept teaming arrangements under this contract; provided, the teaming arrangements are identified, company relationships are fully disclosed in an offer, and a copy of the teaming arrangement is provided with the offer.

(c) Contractor team arrangements shall not be in violation of antitrust statutes or limit the Government's rights to:

(1) Require consent to subcontract

(2) Determine, on the basis of the stated contractor team arrangement, the responsibility of the prime contractor within the meaning of FAR 9.1;

(3) Provide to the prime contractor data rights owned or controlled by the Government;

(4) Pursue its policies on competitive contracting, subcontracting, and component breakout after initial production or at any other time; and

(5) Hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractors.

**PART I**  
**SECTION D**  
**PACKING AND MARKING**

**D-401 PREPARATION FOR DELIVERY**

Preservation, packaging and packing shall conform to the Uniform Freight Classification Rules and in such manner as to ensure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery.

**D-403 PROHIBITED PACKING MATERIALS (84NOV)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

**D-406 MARKING OF SHIPMENT**

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR:
RECEIVING OFFICER	Contract #
NISE EAST CODE 62	Delivery Order #
1639 AVE B NORTH	Item #
N.CHARLESTON SC 29405-1639	

**D-408 PREPARATION FOR DELIVERY (DATA ITEMS) (89JUL)**

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DOD Industrial Security Regulation (DD 5220.22-M).

**PART I**  
**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E2     QUALITY ASSURANCE AT SOURCE**

The following paragraphs are hereby added to clause FAR 52.246.6, "Inspection-Time-and-Material and Labor-Hour" of this contract:

a. When requested by the COR, the Contractor shall furnish to the Government:

1. advance notification prior to starting inspections or tests in accordance with provisions contained in or referenced by this contract; and
2. advance notification when supplies will be ready for Government inspection.

b. When the advance notification in (a) above is requested, the COR shall specify the period and method of such advance notification; however, such requests shall not be required more than two (2) workdays of advance notification if the COR is in residence in the Contractor's plant and, not more than seven (7) workdays of advance notification in other instances. Notification shall be furnished to the COR designated in the request.

**E4     VERIFICATION OF SERVICES AND TIME RECORDS**

a. The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract for the purpose of assuring the qualifications of assigned personnel, verifying the categories of labor being utilized, ascertaining the accuracy of time and labor charges, preserving the identification of Government equipment and/or parts and material acquired for Government use and otherwise verifying compliance with contractual requirements.

b. In this regard, the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the working day and do not unduly delay or inhibit work flow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

c. When review of work in-process is determined necessary by the Ordering Officer, the Government reserves the right to conduct this review at the Contractor's plant, or the Module Maintenance Facility of NISE East if work in-process is being performed at that location.



## **E6 QUALITY ASSURANCE**

Maintenance of Overall Quality Performance Level - During the performance of the contract, the Contractor shall maintain an overall level of quality performance which meets or exceeds the following: (Nothing in these requirements affects the Contractor's obligation to perform all other inspection requirements referred to in Section C1, the Statement of Work.)

a. At the completion of each of the Contractor's Pre-Visual, operational, and Final Visual Inspections for each individual item of ordered work, that item is to be presented to the Government for inspection. Government will make sole determination whether to perform its own Pre-Visual, Operational, Final Visual, or other inspections on each item, or whether to waive any or all inspections of the item.

b. For each item inspected, the Government will either affix a Quality Assurance stamp to the item if it is accepted in all attributes of the inspection, or will issue a NISE East Form 4855, Quality Assurance Discrepancy Report (attachment 2), detailing the unacceptable attribute. Contractor shall rework rejected items, and shall return the completed Form 4855 when the item is again presented for inspection.

c. Contractor shall maintain an overall quality performance level such that at least 96% of the items presented and inspected are accepted in all attributes. This computation will be performed by the Government at the end of each calendar month. If the Contractor fails to maintain a 96% or better acceptance rate for a particular calendar month, the COR will issue a Quality Notice of Deficiency (with copy to the Contracting Officer), which requires a formal response (with copy to the Contracting Officer) within 10 calendar days of receipt. This response shall detail what is causing the problem, and how the Contractor intends to correct the problem.

d. Contractor shall not perform below the 96% acceptance standard for more than three consecutive calendar months, nor for more than four calendar months in any consecutive 12 month period. Failure to maintain the 96% or better acceptance standard will be cause for termination for default.

## **E-406 SURVEILLANCE OF SERVICES AND TIME RECORDS**

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review for accuracy and approve or disapprove the contractor's time and attendance records of workers assigned under the contract, (2) make periodic visits to the work site to check on the presence of the workers whose time is charged thereto.

(b) The Government official and alternate designated to perform the actions in paragraph (a) above are:

Norman W. Kennedy (COR) Code 621 803/743/5603  
James W. Horrigan (ACOR) Code 6222JH 803/743/6823  
NISE EAST  
Module Maintenance Facility  
Charleston SC 29419

(c) When performance is at a Government site, a contractor's representative shall contact the Government's representative named above upon arrival at, and departure from, the work site. If access to a security area is required, continuous escort service for contractor's representative(s) will be provided by the Government's designated representative.

## **E407 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services to be furnished hereunder shall be performed in accordance with Section C herein.

**E681 ALLOWABLE INSPECTION AND ACCEPTANCE PERIOD (30 DAYS)**

The receiving activity shall be allowed 30 days to perform inspection and acceptance. The provisions of the Prompt Payment Act shall not be applicable until the 31st day after the receipt.

**PART I**  
**SECTION E REFERENCE CLAUSES**  
**INSPECTION AND ACCEPTANCE**

52.246-6 Inspection--Time-and-Material and Labor-Hour (JAN 1986)  
52.246-6 Inspection--Time-and-Material and Labor-Hour (JAN 1986) -ALTERNATE I (APR 1984)  
252.246-7000 Material Inspection and Receiving Report (DEC 1991)

**PART I**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F3 TIME OF COMMENCEMENT AND DELIVERY OF INDEFINITE DELIVERY CONTRACTS**

Effort shall commence within twenty-four (24) hours after receipt of equipment and shall be completed within 90 days, unless otherwise stated in the Individual Delivery Orders. CASREPs and other rapid turn around requirements shall be completed within 30 days, unless otherwise stated in the Delivery Orders.

**F4 LOCATION OF PERFORMANCE**

All tasks performed on this contract shall be conducted within a 40 mile radius of the NISE East Module Maintenance Facility located at the former Charleston Naval Shipyard, Charleston SC, except for occasions when "field" work is required. Any subcontractors considered for work on this contract shall also meet the 40 mile radius requirement.

**F5 INITIATION OF PERFORMANCE**

The Contractor shall be ready to receive repairable items and begin work within thirty (30) days of contract award. Any subcontractors considered for work on this contract shall also meet the 30-day requirement.

**F-410 DELIVERY OF DATA (89JUL)**

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the contracting officer.

**F412 PLACE OF DELIVERY:DESTINATION (JUL 1989)**

(a) The articles/services to be furnished hereunder shall be delivered all transportation charges paid by the contractor to: the destination specified in each delivery order.

(b) Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and offers may be deemed unacceptable.

## **F-587 CONTRACT PERIOD OF PERFORMANCE/ORDERING PERIOD**

The period of performance of the contract, for the purpose of issuing delivery orders is from DATE OF AWARD or extension thereof under option provision through ONE YEAR THEREAFTER. Additional time of up to 180 days beyond the ordering period may be required for completion of outstanding delivery orders.

### **SECTION F REFERENCE CLAUSES DELIVERIES OR PERFORMANCE**

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### **I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

<b>PARAGRAPH</b>	<b>CLAUSE TITLE &amp; DATE</b>
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52.242-15	Stop-Work Order (AUG 1989)
52.242-15	Stop-Work Order (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-48	F.O.B. Destination--Evidence of Shipment (JUL 1995)
252.247-7023	Transportation of Supplies by Sea (NOV 1995)

**PART I  
SECTION G  
CONTRACT ADMINISTRATION DATA**

**G304 FAR 52.216-1      TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of **an Indefinite Quantity Time and Material type** contract resulting from this solicitation.

**G-397 SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME:                **JOLIENE L. BOWERS**  
ADDRESS:          **NISE EAST**  
                         **P.O. BOX 190022**  
                         **N.CHARLESTON SC 29419-9022**  
TELEPHONE:       **803/743/2703**

**G-504 FOR DCMAO USE ONLY (AUG 1986)**

The representative of the Procuring Contracting Officer listed below is for DCMAO use only:

Name: Glenda Howell      Code 1116GH  
Tel: (803) 743-4612        DSN: 563-4612

## **G-514 PROPERTY ADMINISTRATOR (89JUL)**

**NISE EAST Code 132** is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract requirements and the provisions of Federal Acquisition Regulation Section 45.5 with respect to the control of Government Property.

## **G-516 ACCOUNTING AND APPROPRIATION DATA FOR THE GUARANTEED MINIMUM QUANTITY (89JUL)**

The accounting and appropriation data for the minimum quantity specified for the contract under clause B-108, entitled "Minimum and Maximum Quantities" is set forth below.

ACR:AA \*

**(WILL BE SPECIFIED AT TIME OF AWARD)**

## **G-517 INVOICING AND PAYING INSTRUCTIONS (TIME AND MATERIAL/ LABOR HOUR) (89JUL)**

(a) Except for the final invoice (in the case of indefinite delivery type contracts, the final invoice under each delivery order), payments under this contract shall be made by contract financing (interim payments). Invoices/vouchers shall be submitted not more than every two weeks (for each individual delivery order if indefinite delivery type contract) covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

(b) Invoices/vouchers shall contain the following statement signed by an authorized company representative:

"Certificate of Performance

This is to certify that the services set forth herein were performed during the period stated.

---

(Contractor's Authorized Representative) (Date)"

(c) Invoices/vouchers shall be in accordance with the Payments Under Time-and-Materials and Labor-Hour Contracts clause of the contract (FAR 52.232-7) and shall contain the following information:

- (1) Contract number (and order number if indefinite delivery type contract).
- (2) Item Numbers.
- (3) Description of work.
- (4) Straight time and premium time charges by manhours, classification and cost - Paragraph (a) of the "Payments" clause - Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing individuals used, hours worked and amounts charged.

(5) Material costs (if any) - paragraph (b) of the "Payments" clause - Material charges are to be substantiated by evidence of actual payment and shall include all cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits.

(6) Subcontract costs (if any) - Paragraph (b) of the "Payments" clause.

(7) Travel and per diem costs (if any) - Amounts are to be in accordance with the contract's pricing provisions in Section B and must reflect amounts actually paid for this item.

(8) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in Clause DFARS 252.237-7019.

(9) Withholding under the Payments clause, if any.

(10) Cumulative value of all billings to date.

(d) Contractor shall prepare invoices/vouchers in three (3) copies. The original and one (1) copy of the invoices/vouchers will be forwarded to the following cognizant Defense Contract Audit Agency (DCAA):

\*

One (1) copy of the invoices/vouchers will be forwarded to the Contracting Officer's Representative through the designated office for receipt of invoices as follows:

NORMAN W. KENNEDY CODE 621  
MODULE MAINTENANCE FACILITY  
NISE EAST  
P.O. BOX 190022  
CHARLESTON SC 29419-9022

(e) Except for the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the following Disbursing Office:

DFAS: CLEVELAND  
P.O. BOX 71489  
1735 2ND STREET WEST SUITE A  
CHARLESTON SC 29408

Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher.

(f) If the examination of an invoice/voucher by DCAA raises a question regarding the allowability of a cost under the contract terms, the DCAA auditor, after informal discussion as required, may issue a Notice of Contract Costs Suspended and/or Disapproved (DCAA Form 1) simultaneously to the contractor and the disbursing officer, with a copy to the Contracting Officer (Ordering Officer if indefinite delivery type contract) for deduction from current payments with respect to costs claimed but not considered reimbursable.

(g) The COR will review his/her copy of the invoice/voucher. Complete concurrence with the contractor billing will be evidenced by the following certification on the COR copy of the invoice:

"I certify that the labor charges and other costs specified  
herein are reasonable and accurately reflect the work accomplished  
by the contractor on the order(s) listed.



(Signature)

(Date)"

A copy of the above certification will be forwarded to DCAA by transmittal letter. If the examination of the invoice by the COR raises a question regarding the allowability, allocability, or reasonableness of a cost(s) under the contract terms, the COR shall advise DCAA of the nonconcurrence or partial concurrence by transmittal letter. Upon receiving notification from the COR of exceptions taken, DCAA shall, after informal discussion as appropriate, issue a Notice of Contract Costs Suspended and/or Disapproved (DCAA Form 1) simultaneously to the contractor and disbursing officer, with a copy to the Contracting Officer (Ordering Officer if indefinite delivery type contract) for deduction/offset from current payments.

(h) If the contractor disagrees with a deduction or offset, the contractor may submit a written request to the Contracting Officer (Ordering Officer if indefinite delivery type contract) to consider whether the unreimbursed costs should be paid. The Contracting/Ordering officer shall discuss the findings with the contractor and shall advise the contractor of the results in writing. If the contractor disagrees with the findings of the Contracting/Ordering officer, the contractor may file a claim under the Disputes clause.

(i) A copy of all forwarding letters (COR to DCAA), invoice/voucher and signed Certificate of Performance shall be sent to the ordering officer who placed the delivery order and also the Contracting Officer who awarded the indefinite delivery contract, if this officer differs from the Ordering Officer.

(j) The final invoice/voucher (for indefinite delivery type contracts, the final invoice/voucher under each delivery order), identified as such, will be treated in exactly the same manner as described above except it will list all invoices/vouchers previously tendered under the delivery order. The final invoice/voucher will be forwarded to DCAA for approval and forwarding to the Contracting Officer (Ordering Officer if indefinite delivery type contract) or his/her designated representative, with the subsequent forwarding to the disbursing office for final payment. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance document in addition to the COR certification. If the payment amount on a final invoice is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(k) The withholding under paragraph (a)(2) of the "Payments" clause (FAR 52.232-7) shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of the clause. There will be only one settlement and closing for the contract (including indefinite delivery type contracts), and only one release and one withholding.

(l) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers for provisional payment, reviewing completion/final invoices/vouchers and sending them to the Contracting/Ordering Officer or his/her designated representative, and issuing DCAA Forms 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(m) The Contracting/Ordering Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Forms 1 on any cost when there is reason to believe it should be suspended or disallowed.

(n) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice (for the individual delivery orders if indefinite delivery type contract), invoice payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the "Prompt Payment" clause of this contract (FAR 52.232-25).

(o) For purposes of payment under the final invoice (for the individual delivery orders if indefinite delivery type contract), the constructive period in paragraph (a)(6) of the "Prompt Payment" clause of this contract (FAR 52.232-25) is changed from 7 days to 30 days.

## **G-600 CONTRACT ADMINISTRATION PLAN**

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name : GLENDA HOWELL CODE 1116GH  
Address: NISE EAST  
P.O. BOX 190022  
NORTH CHARLESTON SC 29419-9022  
Phone: 803/743/4612 FAX 803/743/1064 INTERNET howellg@niseeast.nosc.mil

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name : \* \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
\_\_\_\_\_

\*To be completed at time of award.

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for:

- a. Pre-award audits as requested by the PCO;
- b. Reviewing and approving invoices/vouchers for interim payments (contract financing) and forwarding to paing agency for payment;
- c. Deducting costs from contractor payments where allowability is questionable using DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved.
- d. Reviewing and approving final invoice/vouchers and forwarding to the Contracting Officer;
- e. Contract close out audit

Name: \* \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

\* To be completed at time of award.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: \* \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

\*To be completed at time of award.

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. After award, liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work. Refer questions of a contractual nature to the PCO;
- c. The statement of work for delivery/task orders placed under this contract;
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Monitoring Government furnished property/material/equipment;
- g. Liaison of all Security requirements;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Task order;
- i. Monitoring of funds expended;
- j. Submitting interim and final contractor performance reports to the PCO;
- k. Monitoring the use of any IT resources;
- l. Reviewing and certifying contractor's invoices/vouchers to ensure the labor charges and other costs specified are reasonable and certification of concurrence/nonconcurrence to DCAA;
- m. Ensuring that services performed by the Contractor remain nonpersonal in nature.
- n. Monitoring contract performance and reporting all problems related to the contract to the PCO, submitting a written report (at least annually) which addresses the efficiency of the contractor's performance and use of deliverables;
- o. Ensuring a copy of all Government technical correspondence is forwarded to the PCO for placement in the contract file;
- p. Reviewing invoices for uncompensated overtime (if applicable) to ensure that the contractor provides uncompensated overtime as proposed;
- q. Contacting the contractor and presenting a breakdown of the need using the format contained in Appendix F of the NISE East Task Order Guide;
- r. Obtaining and discussing contractor's task order proposals;
- s. Providing overtime authorization approval as required;
- t. Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract, or, in the case of a delivery/task order, until the Ordering Officer has issued a modification to the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: NORMAN W. KENNEDY CODE 621  
Address: MODULE MAINTENANCE FACILITY  
NISE EAST  
P.O. BOX 190022  
NORTH CHARLESTON SC 29419-9022  
Phone: 803/743/5603

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: JAMES W. HERRIGAN CODE 6222JH  
Address: NISE EAST  
P.O. BOX 190022  
NORTH CHARLESTON SC 29419-9022  
Phone: 803/743/6032

6. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

Activity: NISE EAST CODE 1116  
Address: P.O.BOX 190022  
NORTH CHARLESTON SC 29419-9022

**G-611 CONTRACT ADMINISTRATION FOR THE CONTRACTOR (AWARD) (89JUL)**

The following representative of the contractor shall be contacted for contract administration purposes:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

**G-623 REPORTS REQUIRED (84APR)**

The Contractor shall advise the Contracting Officer (Code 1116GH, NISE East, Charleston, SC), at the end of every six (6) months the total quantity of each item on which orders were placed. The report shall be in the same format and order as the contract items are listed and shall be submitted within fifteen (15) days after the end of each six (6) month period. Each report shall reference the contract number.

**PART I**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H-204 DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**H332 SUP 5252.232-9400 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 1992)**

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \_\_\_\_\_ \*\*, inclusive of fee. It is estimated that these funds will cover the cost of performance through \_\_\_\_\_ \*\*. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \_\_\_\_\_ \*\* shall arise unless additional funds are made available and re incorporated as a modification to this contract.

\*\* As specified under Individual Delivery Orders.

**H-402 CONTRACTOR IDENTIFICATION**

1. Contractor employees must be clearly identifiable while on Government property, wearing appropriate badges identifying the name of their employer.
2. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

#### **H-403 PLANT ACCESS TO CONTRACTORS' FACILITIES BY GOVERNMENT PERSONNEL**

The Government Contracting Officer's Representative (COR) and/or other authorized Government personnel shall be allowed access to the Contractor's plant in which work under this contract is being performed during normal working hours as long as the visiting Government personnel have complied with the visit planning and coordination requirements of FAR 42.402.

#### **H-410 APPLICATION OF PATENT INDEMNITY**

The Patent Indemnity Clause (FAR 52.227-3)(APR 1984) incorporated in Section I of this contract applies only to supplies or services that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market or that are the same as such supplies or services with relatively minor modifications.

#### **H-411 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (89JUL)**

An attachment hereto sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

#### **H-414 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY**

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the NISE East Property Administrator, Code 132.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) an excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the NISE East Property Administrator, Code 132, at which time disposition instructions will be provided. At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the NISE East Property Administrator, Code 132, a copy of the physical inventory listing.

#### **H-415 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY**

This contract contains clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized by this document alone. Such property may be acquired only upon receipt of a fully executed delivery order or delivery order modification that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery order or delivery order modification authorizing such acquisition, is done so at the Contractor's own risk.

#### **H416 SAFETY PROGRAM**

The Contractor, when performing work at the NISE East module Maintenance Facility (MMF) as ordered by the Ordering Officer, shall comply with the following safety regulations while on the premises: COMSPAWARSSYSCOM Instruction 5100.9; OPNAVINST 5100.23D(NAVOSH); NISEEAST 5100.1. This documentation is available on-site at the MMF. Copies of these instructions may be obtained by written request to the COR at the address specified in Section E-406.

## **H-421 WORK WEEK**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at NISE East is Monday through Friday, 7:30 a.m. to 4:00 p.m. Work at this Government installation shall be performed by the contractor within the normal work hours at NISE East unless differing hours are specified on the individual delivery orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at NISE East must work during the normal work week. Following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal work week for employees who are covered by the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours per week.

## **H-423 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (89SEP)**

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

1. Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.



2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per occurrence for property damage.

3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

### **H-433 SUBCONTRACTING PLAN FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWED SMALL BUSINESS CONCERNS**

Pursuant to FAR 52.219-9, the subcontract plan for this contract is set forth in Attachment Number 12, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan dated \* is made a part hereof. The Government will monitor the Contractor's performance based on the subcontract plan in accordance with the terms of the contract.

One copy of the subcontract plan shall be submitted to the Small Business Administration having cognizance over the contract, and one copy to the ACO who shall monitor contractor compliance.

\* To be completed at time of award.

### **H-437 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

If performance of any work under this contract is required at a NISE East facility, the Contractor shall contact the NISE East Safety and Environmental Office, Code 0A2, prior to performance of ANY work under this contract.

Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (a) wear appropriate safety equipment and clothing, (b) are familiar with all relevant emergency procedures should an accident occur, and (c) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the NISE East facility where work is performed.

### **H-440 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (89JUL)**

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the contracting officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

### **H-452 DELIVERY ORDER PROCEDURES**

Each Delivery Order shall be placed in accordance with one of the following procedures:

If the Government estimate of the services covered by an order is \$50,000 or less, the order may be issued using the Government estimated cost, fee, and labor mix. The type of order must be included on the DD Form 1155. If the order is a completion type, the contractor shall notify the Ordering Officer within 3 working days of the date of the order or 3 working days after receipt of the order, whichever is more, of any disagreement with the terms of the order.

If the Government estimate of the services covered by an order is more than \$50,000, the Ordering Officer and/or the Originator and/or the COR shall furnish the Contractor with a written statement of work and request for estimate. The request shall include:

- (1) The type of order anticipated,
- (2) a description of the specified work required,
- (3) the desired delivery schedule,
- (4) the place and manner of inspection and acceptance, and
- (5) any other pertinent information deemed necessary.

The contractor shall, within five (5) days, provide the ordering officer and/or the Originator and/or the COR with an estimate to perform the delivery order. The estimate shall include:

- (1) The required number of labor hours, by labor classification and contract or billing rates, whichever is applicable, for each end product or service,
- (2) overtime hours, by labor category, if required,
- (3) proposed completion or delivery dates,
- (4) direct material, travel subsistence, and similar costs, if applicable,
- (5) dollar amount and type of any proposed subcontract (for all subcontracts proposed over \$10,000 include the identity of the subcontractor, the extent of the work to be subcontracted, the reason for subcontracting, and the extent of competition in selection of the subcontractor), and
- (6) total estimated cost of performance.

Upon receipt of the estimate, the Ordering Officer and/or Originator and/or COR shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the Contractor as may be necessary to correct and revise any discrepancies in the proposed Order Estimate, and affect whatever internal review processes are required.

Upon completion of the above process, only the Ordering Officer may issue an executed Delivery Order. Only upon receipt of such executed order shall the contractor commence the effort required thereby. Should the Ordering Officer and the Contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer, who shall issue such direction as is required by the circumstances.

#### Content and Effect

Each Delivery Order shall include:

- (1) Date of order,
- (2) contract/delivery order number,
- (3) scope, including references to applicable (contract) specifications,
- (4) the place and manner of inspection and acceptance,

- (5) any Government-furnished property, material, or facilities to be made available for performance of the order,
- (6) any other information deemed necessary to the performance of the order,
- (7) an estimate of the number of direct hours of labor required to perform the order, which may not be exceeded without prior authorization (NOT APPLICABLE TO COMPLETION TYPE ORDERS),
- (8) an estimated cost of performance, which may not be exceeded without prior authorization,
- (9) a delivery date or period of performance, and
- (10) accounting and appropriation data.

Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery order on DD Form 1155 within five working days.

The Contractor shall advise the ordering officer if any apparent difficulties of performance according to the terms of the order are anticipated or at any time that difficulties in performance arise. Each delivery order shall be deemed to include the Limitation of Funds or Limitation of Cost clause, whichever is applicable, and such clause shall be applicable to each delivery order individually.

#### Maintenance of Records

The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) records for each Delivery Order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
- (2) records for each individual employee identifying direct labor performed and segregated as to Delivery Order for which performed, and
- (3) records of all direct nonlabor costs, allocated to individual Delivery Order.

Nothing herein shall be deemed to excuse the contractor from maintaining records required by other provisions of this contract.

### **H-453 CONTRACT DATA REQUIREMENTS - DELIVERY ORDERS**

The data items shown on the DD 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

### **H-643 TIMEKEEPING RECORDS, SUBMITTAL OF (89JUL)**

For review and approval/disapproval, the contractor will periodically (as required) submit the signed timekeeping records of workers on the job to the person(s) or office(s) designated in the contract clause herein entitled "Surveillance of Services and Time Records."

### **H-644 PRICE ADJUSTMENT (OPTION YEAR) (89JUL)**

1. Should the Government exercise its rights pursuant to the clause entitled "Option to Extend Services," it will do so at the rates set forth in Section B herein. Any adjustment to the rates will be made pursuant to FAR clause

52.222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)" (MAY 1989). Such adjustments to the rates shall apply to those labor categories that fall under the Service Contract Act.

2. If the Government exercises the option(s) to extend the contract, the price of the option period will apply to all hours worked under this contract, after the effective date of the option.

## **H-645 REIMBURSEMENT, TIME/MATERIAL AND LABOR HOUR CONTRACTS (89JUL)**

### **1. Personnel Transportation/Travel Costs**

a. The contractor shall not be paid for travel for contractor personnel who reside in the metropolitan area in which the services are being performed. No travel costs will be paid for travel to perform services within fifty (50) mile radius of either the contractor's home facilities. or the facility required to set up in the Charleston area under this contract.

b. For travel costs/personnel transportation other than described in paragraph 1 above, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of services under the contract and is authorized by the ordering officer via each individual delivery order.

c. When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the mileage rate specified in each individual delivery order. This mileage rate will not exceed the applicable Government transportation rate as contained in the Department of Defense Joint Travel Regulation (JTR), Volume II.

d. The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

e. The contractor's invoices shall include evidence, such as receipts, substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carrier.

f. Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight (8) man-hours per man for any one (1) person while in travel status during one (1) calendar day.

### **2. Vehicle and/or Truck Rental**

When any special vehicles and/or trucks are required, the cost for contractor owned/leased vehicles and/or trucks shall be included in the overhead rate and applied to the labor categories set forth in Section B. Contractor shall be reimbursed for actual rental/lease of vehicles and/or trucks only if provided for in Section B and authorized by individual delivery orders. Reimbursement of such rental shall be made based on actual amounts paid by the contractor.

### **3. Per Diem**

a. The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a fifty (50) mile radius of the contractor's home facility and any facility required by this contract.

b. Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized by the ordering officer for performance of the services ordered under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in each delivery order. The authorized per diem rate shall be the same as the prevailing locality per diem rate. The determination of reasonable costs will be based on the maximum per diem rates for each contained in the publications listed below provided that the application of these rates constitutes a reasonable daily charge.

(1) Federal Travel Regulations prescribed by the General Services Administration for travel in the contiguous 48 United States;

(2) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States;

(3) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b).

The application of the rates described above would not constitute a reasonable daily charge (1) when no lodging costs are incurred; (2) more than one employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and/or return). Appropriate downward adjustments from the maximum per diem rates would be required under these circumstances.

Fractional parts of a day shall be payable on a prorated basis for purposes of billing for subsistence per diem charges. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

The Government shall reimburse the contractor for actual payments to employees for authorized per diem, as described above. The contractor shall retain supporting documentation of actual lodging receipts, and of payments to the employee for per diem as evidence of actual payment, as required by the "Payments" clause of this contract. This documentation shall be submitted to the Government upon request.

#### 4. Ceiling Price for Delivery Orders

The negotiated price for each delivery order is a "not to exceed" ceiling price. The contractor's attention is directed to the "Payments Under Time-Materials and Labor-Hour Contracts" clause of the contract, paragraphs (c) and (d), which address the contractor's obligations in regard to the ceiling price of the contract. Contractor should note that any reference to the ceiling price applies to the ceiling price of each individual delivery order, as well as the total price of the contract.

#### 5. Shipping Cost

Shipping Cost covers the cost of transportation of the repairable item from the contractor's facility to the destination specified in each delivery order. The commercial means of transportation shall be designated in each delivery order.

#### 6. Expendable Material

Expendable materials, such as clerical supplies and materials which are considered to be a normal cost of doing business, are considered to be overhead expenses and must be included in labor rates shown in Section B and shall not be billed as a separate material cost.

#### 7. Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in the delivery order. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any, are specified in Section B of this contract. Material handling charge shall be shown in Section B only if the contractor's accounting system segregates that particular cost.

#### 8. Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall require prior approval of the ordering officer.

#### 9. Overtime/Holiday Rate

a. Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

b. Overtime and/or holiday time shall be worked by the contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed hereunder. No additional hours of overtime may be worked without additional written authorization.

c. Unless the contractor states otherwise in contractor's proposal, it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

#### 10. Office Equipment

The costs for usage or rental of General Purpose Office Equipment including but not limited to typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephones, and postage are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under (a)(1) of the "Payments" clause.

**SECTION H REFERENCE CLAUSES  
SPECIAL CONTRACT REQUIREMENTS**

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

PARAGRAPH	CLAUSE TITLE & DATE
252.242-7000	Post Award Conference (DEC 1991)

**PART II  
SECTION I  
CONTRACT CLAUSES**

**I-118 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through one year thereafter plus any option periods exercised.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I-119 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$300.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single **CLIN** in excess of **\$500,000.00**;

(2) Any order for a combination of **CLINS** in excess of **\$1,000,000.00**; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section. (Note: This is NOT a Requirements Contract)

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.



#### **I-122 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

#### **I-129 FAR 52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the contractor within thirty (30) days prior to expiration, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, unless clause 52.217-8 entitled "Option to Extend Services" is activated.

#### **I-142 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In Compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5342 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY, IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage - Fringe Benefits
Maintenance Machinist	\$15.20
Machinery Maintenance Mechanic	\$15.20
Welder, Combination	\$15.20
Sheetmetal Worker	\$15.20
Mechanical Engineer	\$18.80
Industrial Engineer	\$18.80
Rigger	\$15.20
Woodworker	\$13.15
Painter, Maintenance	\$15.10
Maintenance Trades Helper	\$12.20
Shipping Packer	\$ 8.15
Computer Programmer	\$18.80

#### **I-147 FAR 52.227-3 PATENT INDEMNITY (APR 1984)**

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture of delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

#### **I-182 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **I-225 DFARS 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991)**

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies, the following supplies are accorded duty-free entry:

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#### **I-241 DFARS 252.237-7019 IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)**

(a) *Definitions.*

As used in this provision--

(1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ( $\$20 \times 40$ ) divided by 45 = \$17.78.

(b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

#### **I-300 NAPS 5252.210-9000 NOTICE TO OFFERORS-USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with Section 326 of Pub. L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone-depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below.

Class I ODS Identified

[Government to fill in]

Specification/Standard

[Government to fill in]

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

#### **I-310 SUP 5252.216-9400 UNILATERAL UNPRICED ORDER (OCT 1995)**

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the Contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall be submitted within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The Contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the Contractor's cost proposal and supporting data, the Contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the Ordering Officer and the Contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the Contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the Disputes clause.

## **PART II SECTION I CONTRACT CLAUSES**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

# **I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

## **PARAGRAPH                      CLAUSE TITLE & DATE**

52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995) - ALTERNATE I (OCT 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply (MAR 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 1995)
52.211-5	New Material (MAY 1995)
52.211-7	Other than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records--Negotiation (AUG 1996)
52.215-23	Price Reduction for Defective Cost or Pricing Data--Modifications (OCT 1995)
52.215-25	Subcontractor Cost or Pricing Data--Modifications (OCT 1995)
52.215-26	Integrity of Unit Prices (JAN 1997)
52.215-33	Order of Precedence (JAN 1986)
52.215-40	Notification of Ownership Changes (FEB 1995)
52.217-8	Option to Extend Services (AUG 1989)
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
52.219-9	Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan Alternate II (MAR 1996)
52.219-16	Liquidated Damages--Subcontracting Plan (OCT 1995)
52.222-3	Convict Labor (AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 1995)
52.222-26	Equal Opportunity (APR 1984)
52.222-26	Equal Opportunity (APR 1984) - ALTERNATE I (APR 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)
52.223-2	Clean Air and Water (APR 1984)

52.223-6 Drug-Free Workplace (JAN 1997)  
 52.224-1 Privacy Act Notification (APR 1984)  
 52.224-2 Privacy Act (APR 1984)  
 52.225-10 Duty-Free Entry (APR 1984)  
 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)  
 52.225-19 European Union Sanction for Services (JAN 1996)  
 52.227-1 Authorization and Consent (JUL 1995)  
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)  
 52.228-5 Insurance - Work on a Government Installation (JAN 1997)  
 52.229-3 Federal, State, and Local Taxes (JAN 1991)  
 52.229-5 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)  
 52.230-2 Cost Accounting Standards (APR 1996)  
 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1996)  
 52.230-6 Administration of Cost Accounting Standards (FEB 1995)  
 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (FEB 1997)  
 52.232-8 Discounts for Prompt Payment (MAY 1997)  
 52.232-9 Limitation on Withholding of Payments (APR 1984)  
 52.232-17 Interest (JUN 1996)  
 52.232-18 Availability of Funds (APR 1984)  
 52.232-22 Limitation of Funds (APR 1984)  
 52.232-23 Assignment of Claims (JAN 1986)  
 52.232-25 Prompt Payment (MAY 1997)  
 52.232-33 Mandatory Information For Electronic Funds Transfer Payment(AUG 1996)  
 52.233-1 Disputes (OCT 1995)  
 52.233-1 Disputes (OCT 1995) - ALTERNATE I (DEC 1991)  
 52.233-3 Protest after Award (AUG 1996)  
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)  
 52.242-3 Penalties for Unallowable Costs (OCT 1995)  
 52.242-13 Bankruptcy (JUL 1995)  
 52.243-3 Changes--Time-and-Materials or Labor-Hours (AUG 1987)  
 52.244-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (APR 1985)  
 52.244-5 Competition in Subcontracting (DEC 1996)  
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)  
 52.246-25 Limitation of Liability--Services (FEB 1997)  
 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 1997)  
 52.248-1 Value Engineering (MAR 1989)  
 52.249-6 Termination (Cost-Reimbursement) (SEP 1996)  
 52.249-6 Termination (Cost-Reimbursement) (SEP 1996) - ALTERNATE IV (SEP 1996)  
 52.249-14 Excusable Delays (APR 1984)  
 52.251-1 Government Supply Sources (APR 1984)  
 52.253-1 Computer Generated Forms (JAN 1991)

## II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES

<u>PARAGRAPH</u>	<u>CLAUSE TITLE &amp; DATE</u>
252.201-7000	Contracting Officer's Representative (DEC 1991)
252.203-7000	Statutory Prohibition on Compensation to Former Department of Defense Employees (NOV 1995)
252.203-7001	Special Prohibition on Employment (NOV 1995)

252.203-7002 Display of DoD Hotline Poster (DEC 1991)  
 252.204-7003 Control of Government Personnel Work Product (APR 1992)  
 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)  
 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)  
 252.215-7000 Pricing Adjustments (DEC 1991)  
 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (NOV 1995)  
 252.223-7004 Drug -Free Work Force (SEP 1988)  
 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)  
 252.225-7001 Buy American Act and Balance of Payments Program (JAN 1994)  
 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)  
 252.225-7009 Duty-Free Entry--Qualifying Country End Products and Supplies (DEC 1991)  
 252.225-7010 Duty-Free Entry - Additional Provisions (DEC 1991)  
 252.225-7012 Preference for Certain Domestic Commodities (NOV 1995)  
 252.225-7016 Restriction on Acquisition of Antifriction Bearings (NOV 1995)  
 252.225-7017 Preference for United States and Canadian Valves and Machine Tools (APR 1995)  
 252.225-7025 Foreign Source Restrictions (APR 1993)  
 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992)  
 252.225-7031 Secondary Arab Boycott of Israel (JUN 1992)  
 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 1995)  
 252.227-7016 Rights in Bid or Proposal Information (JUN 1995)  
 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)  
 252.227-7019 Validation of Asserted Restrictions--Computer Software (JUN 1995)  
 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)  
 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)  
 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government(JUN 1995)  
 252.227-7030 Technical Data--Withholding of Payment (OCT 1988)  
 252.227-7036 Certification of Technical Data Conformity (MAY 1987)  
 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 1995)  
 252.231-7000 Supplemental Cost Principles (DEC 1991)  
 252.232-7006 Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)  
 252.233-7000 Certification of Claims and Requests for Adjustment or Relief (MAY 1994)  
 252.242-7002 Submission of Commercial Freight Bills for Audit (DEC 1991)  
 252.243-7000 Engineering Change Proposals (MAY 1994)  
 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991)  
 252.251-7000 Ordering From Government Supply Sources (MAY 1995)



**PART III  
SECTION J  
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J-1 LIST OF ATTACHMENTS**

<u>ATTACH NO.</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO.OF PAGES</u>
<b>Exhibit A</b>	<b>Contract Data Requirements List DD1423</b>	<b>18 DEC 96</b>	<b>7</b>
<b>Attachment 01</b>	<b>Material Procurement Control Form, U.S. GPO 1995-644-561/T8414</b>	<b>N/A</b>	<b>1</b>
<b>Attachment 02</b>	<b>Quality Assurance Deficiency Report, QA Form 4855/2</b>	<b>N/A</b>	<b>1</b>
<b>Attachment 03</b>	<b>Certificate of Performance</b>	<b>N/A</b>	<b>1</b>
<b>Attachment 04</b>	<b>Wage Determination No. 94-2473 Rev.10</b>	<b>01 JUN 97</b>	<b>11</b>
<b>Attachment 05</b>	<b>Repairables List</b>	<b>N/A</b>	<b>3</b>
<b>Attachment 06</b>	<b>Standard Form 1448 Proposal Cover Sheet</b>	<b>Oct 95</b>	<b>1</b>
<b>Attachment 07</b>	<b>Contractor Performance Data Sheet &amp; Contract Information</b>	<b>N/A</b>	<b>6</b>
<b>Attachment 08</b>	<b>Resume Format</b>	<b>N/A</b>	<b>2</b>
<b>Attachment 09</b>	<b>Contractor Performance Data Form For Small, Small Disadvantaged and Women-Owned Small Participation Evaluation</b>	<b>N/A</b>	<b>2</b>
<b>Attachment 10</b>	<b>Experience Matrix</b>	<b>N/A</b>	<b>1</b>



**PART IV**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR**  
**QUOTERS**

**K-34 FAR 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)**

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer-

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**K-43 FAR 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that a corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity'
- ☐ Not a corporate entity;
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

#### **K-45 FAR 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)**

(a) *Representation.* The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declare ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

*THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.*

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-115 FAR 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)**

The offeror or quoter, by *checking the applicable box*, represents that--

(a) It operates as a [ ] corporation incorporated under the laws of the State of \_\_\_\_\_, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture, or a corporation, registered for business in [country].

**K-118 FAR 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[Offeror list names, titles, and telephone numbers of the authorized negotiators in the space provided below:]*

NAME	TITLE	TELEPHONE #

**K-130 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7699.  
(2) The small business size standard is \$5 million.  
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*  
(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)*  
The offeror represents as part of its offer that it [ ] is, [ ] is not a small disadvantaged business concern.

(3) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)*  
The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) *Definitions.*

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 123.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set-aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **K-152 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that-

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **K-155 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **K-163 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that-

- (a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

#### **K-164 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## **K190 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### **I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

*CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.*

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:



The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.*

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] YES [ ] NO

**K-209 DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY  
THE GOVERNMENT OF A TERRORIST  
COUNTRY (SEP 1994)**

*(a) Definitions.*

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S. C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

*(b) Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

*(c) Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also

disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

**K-219 DFARS 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN  
REPRESENTATION (DOD CONTRACTS) (APR 1994)**

(a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the U.S. Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern that is owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13

CFR 124.113 respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals.
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations.

Check the category in which your ownership falls--

[    ] Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

[    ] Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia).

[    ] Black American (U.S. Citizen)

[    ] Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain or Portugal)

[    ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)

☐ Individual/concern, other than one of preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

☐ Other

(c) Certification.

Complete the following--

(1) The Offeror is ☐, is not ☐ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ☐, has not ☐ made a determination concerning the Offeror's status as a small disadvantaged business concern. If the SBA has made such a determination, the date of the determination was \_\_\_\_\_ and the offeror--

☐ was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

☐ was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification.

Notify the Contracting Officer before award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

## **K-225 DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)**

(a) Definitions

"Domestic end product," "qualifying country end product" and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been, produced or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If Known)</u>
_____	_____
_____	_____
_____	_____

**K-247 DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION  
OF SUPPLIES BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

[     ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[     ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K-315 SUP 5252.215-9400 CERTIFICATION OF PREVIOUS SUBMISSION AND  
APPROVAL OF CONTRACTOR GENERIC  
PLANS AND DOCUMENTS (JAN 1992)**

(a) NISE EAST has established an optional program whereby contractors may submit for approval certain commonly used plans prepared for acquisitions by companies frequently contracting with NISE EAST. Once approved no costs need be proposed or bid unless the generic plan required modification with a supplement or replacement by another plan peculiar to the acquisition.

(b) The offeror shall certify if generic plan(s) have already been submitted, approved, and are on file at NISE EAST by providing a date after the following.

<u>PLAN TITLE</u>	<u>DATA ITEM DESCRIPTION IDENTIFICATION NUMBER</u>	<u>DATE OF APPROVAL OR SUBMISSION</u>
_____	_____	
_____	_____	

(c) The offeror shall also certify in the following blank if the quality assurance program plans listed above have been approved by the contract administration office cognizant of the contractor's facility per FAR 42.302(a)(38):

\_\_\_\_\_

\_\_\_\_\_

(d) If for any reason, the above certifications cannot be verified from NISE EAST general files, the contracting officer shall notify the offeror of the discrepancy and allow a period of five (5) working days to submit or resubmit the plans or documentation.

**K-534 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL**

The Contractor represents that he does [     ], does not [     ], now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. *(Include the names of such persons and the Naval activity which employs them.)*

**K-536 ASBESTOS CERTIFICATION (82JUL)**

The offeror certifies that this offer does [ ], does not [ ], provide materials containing hazardous asbestos. For the purpose of this certification, asbestos is defined to include fibrous and non-fibrous mineral silicates of commercial importance: chrysolite, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The term "Materials Containing Hazardous Asbestos" is defined as including all materials in such a fashion as to expose Navy or contractor personnel to the risk of direct exposure to asbestos in a form that can be inhaled. For example, any contract or order requiring purchase or use of asbestos insulation is within this definition. A contract or order for a complex item such as a large valve is not within this definition even though the valve may contain a gasket stamped out of asbestos; however, a contract or order for the asbestos gasket itself is within the definition, since handling of the gasket in the course of putting it to use may release fiber into the air.

**K-694 ADDRESS TO WHICH PAYMENT SHALL BE MAILED (89JUL)**

Offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror.

(address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART IV**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR**  
**QUOTERS REFERENCE CLAUSES**

- 52.203-11    Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
- 52.211-6    Listing of Other Than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
- 52.222-21    Certification of Nonsegregated Facilities (APR 1984)
- 252.209-7003    Disclosure of Commercial Transactions with the Government of a Terrorist Country (SEP 1994)
- 252.209-7004    Reporting of Commercial Transactions with the Government of a Terrorist Country (SEP 1994)
- 252.227-7028    Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)



**PART IV**  
**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**L-87 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE  
USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a     **DX rated order**;   X   **DO rated order** certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-112 FAR 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF  
PROPOSALS (MAY 1997)**

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and --

(1) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(4) It was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(5) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(6) It is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), through (a)(5) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped,

or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(d) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(e) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(h) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

### **L-133 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining a written and dated acknowledgment of receipt from:

Commanding Officer  
Naval Command, Control and Ocean Surveillance Center  
In-Service Engineering, East Coast Division (NISE East)  
P.O. Box 190022  
Code **1116**  
North Charleston, SC 29419-9022

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-151 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**L-310 SUP 5252.210-9400 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS  
(UDIDS) AND DATA ITEM DESCRIPTIONS (DIDs) (JAN 1992)**

(a) Ordering Procedures for Acquisition Management System And Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Defense Printing Service Detachment Office (DPS), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistant Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

(1) Customer number or Commercial And Government Entity (CAGE) number

(2) Complete mailing address

(3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L)

(4) The quantity of documents desired (The maximum quantity issued per item is five (5))

Mail orders to: DODSSP, Standardization Document Order Desk  
700 Robbins Avenue, Bldg. 4D  
Philadelphia, PA 19111-5094

Fax orders to: (215) 697-2978

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available only four (4) times per year. The cost per set is \$400.00. Cut-off date for orders are 1 July, 1 October, 1 January and 1 April.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$16.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. DPS supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or contracting officer of the military activity citing the need for the document.

**L-315 NAPS 5252.215-9000 SUBMISSION OF COST OR PRICING DATA (NOV 1987)**

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

(b) If, after receipt of the proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the contracting officer.

**L-332 SUP 5252.237-9402 RESUME REQUIREMENTS (JUN 1994)**

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- a. estimated annual salary;
- b. total estimated annual hours; and
- c. total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

**L-333 SUP 5252.237-9403 LABOR CATEGORY IDENTIFICATION (JAN 1992)**

The offeror shall submit the following information:

(a) For each category of labor specified by the Government in Section B, the offeror shall identify the corresponding company labor category/categories.

(b) For each company labor category identified, the offeror shall define and specify below the minimum qualifications/experience elements which will be used by the contractor as a basis for assigning personnel for work under the contract.

Company Labor Categories

Minimum Qualifications

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**L-345 SUP 5252.245-9406 USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (JAN 1992)**

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror

shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

## **L-424 OTHER DIRECT COST**

a. The Government's best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

<u>Category of ODCs</u>	<u>Total Estimated Amount</u>
<u>LOT I - BASE YEAR:</u>	
1. MATERIAL	\$312,487.00
2. PERSONNEL TRAVEL	\$ 7,593.00
3. PERSONNEL PER DIEM	\$ 4,889.00
4. SHIPPING COST	\$ 12,047.00
<u>LOT II - FIRST OPTION YEAR:</u>	
1. MATERIAL	\$437,517.00
2. PERSONNEL TRAVEL	\$ 10,407.00
3. PERSONNEL PER DIEM	\$ 6,943.00
4. SHIPPING COST	\$ 13,177.00
<u>LOT III - SECOND OPTION YEAR:</u>	
1. MATERIAL	\$500,008.00
2. PERSONNEL TRAVEL	\$ 11,973.00
3. PERSONNEL PER DIEM	\$ 7,574.00
4. SHIPPING COST	\$ 14,002.00
<u>LOT IV - THIRD OPTION YEAR:</u>	
1. MATERIAL	\$624,990.00
2. PERSONNEL TRAVEL	\$ 15,000.00
3. PERSONNEL PER DIEM	\$ 11,009.00
4. SHIPPING COST	\$ 14,453.00
<u>LOT V - FOURTH OPTION YEAR:</u>	
1. MATERIAL	\$683,946.00
2. PERSONNEL TRAVEL	\$ 15,027.00
3. PERSONNEL PER DIEM	\$ 10,735.00
4. SHIPPING COST	\$ 14,972.00

b. Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

c. If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for

the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated. If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

d. The offeror shall propose any ODC categories it anticipates will be incurred during the performance of the resulting contract. If the offeror proposes additional categories, it shall propose the associated cost and provide the detailed basis for the additional categories/cost.

(Note: Given the fact that fee shall be earned on a delivered hour basis (i.e., a specified dollar amount per hour performed), and the fact that some portion of the fee rate per hour represents fee on other direct costs, offerors are encouraged to disclose all ODCs which they anticipate will be incurred during contract performance.)

e. Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

f. Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

#### **L-425 UNREASONABLY LOW HOURLY RATES/RISK ASSESSMENT**

Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score. Discussions may be held with offerors proposing unrealistically low rates (if the offeror is in the competitive range) and such offeror will be required to:

- (a) demonstrate an understanding of the requirement for which unrealistically low rates are proposed;
- (b) address the ability to provide the caliber of labor required;
- (c) understand that the Government fully expects to order the effort under the low priced rate categories and that the offeror's performance will be carefully assessed to ensure that the appropriate caliber of support was provided.

#### **L-426 LABOR COMPENSATION PLANS FOR PROFESSIONAL EMPLOYEES**

Proposals that include hourly rates for exempt employees which are based on more than a 2080 hour workyear shall be identified as Uncompensated Overtime, defined in DFARS 252.237-7019, incorporated by reference herein, and evaluated in accordance with the Uncompensated Overtime Evaluation clause in Section M. Offerors are advised

that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Work Week).

If the offeror decides to include uncompensated effort in his proposal, the following requirements shall be met and reflected in the proposal:

(a) The offeror must have an established cost accounting system, approved by the Defense Contract Audit Agency (DCAA) which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

(b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 413.

(c) The proposal shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort which will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the offeror controls or schedules uncompensated overtime for its' employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour work week or a 2080 hour standard year. IT IS THIS COST BREAKDOWN WHICH WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.

(h) The requirements stated in paragraphs (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

## **PROPOSAL SUBMISSION REQUIREMENTS**

### **L-630 INSTRUCTIONS FOR SUBMITTING PROPOSAL**

**(A) PROPOSAL ORGANIZATION.**

Proposals shall be submitted in two (3) volumes: Volume I contains the “Business” proposal, Volume II contains the “Other Factors” proposal and Volume III contains the “Level of Confidence” proposal.. Three (3) copies of the Business Proposal and Level of Confidence Proposal, and six (6) copies of the Other Factors Proposal shall be submitted to the address(es) shown below:

a. If proposal is sent U.S.Mail, the mailing address is as follows:

Naval Command, Control and Ocean Surveillance Center  
In-Service Engineering, East Coast Division (NISE East)  
P.O. Box 190022  
North Charleston, SC 29419-9022  
M/F Code 1116GH

b. If proposal is forwarded by common carrier (e.g., Federal Express, United Parcel Service, etc.)it shall be sent to the following address:

Receiving Officer  
NISE East  
1639 Avenue B North  
North Charleston, SC 29405-1639  
M/F Code 1116GH

c. If proposal is HANDCARRIED, in person by a representative of the offeror/bidder, it shall be delivered to the BID BOX, which is located in the lobby of Bldg. 198, 1545 2ND Street West, Charleston Naval Complex, Charleston, SC.

Content is more important than quantity. The contractor shall limit the Other Factors Proposal, Volume II to 130 pages. Pages are to be typewritten on standard letter size paper (8 1/2 by 11), single line spacing, print size shall be font size 12, font shall be Times New Roman. Fold outs are permitted and are considered to be pages. Proposals are to be neat, legible and orderly.

\*\*\*\*\*No cost or pricing information shall be included in the Other Factors Proposal\*\*\*\*\*

**(B) PROPOSAL FORMAT. The offeror shall submit its proposal in the following indexed format:**

**1. Title: BUSINESS PROPOSAL (VOLUME I)**

TAB A Signed and completed “Original” solicitation



TAB B	Cost Proposal
TAB C	Letters of Commitment
TAB D	Total Professional Employees Compensation Plan
TAB E	SB/SDB Subcontracting Plan <i>(if required)</i>

**2. Title: OTHER FACTORS PROPOSAL (VOLUME II)**

TAB A	Personnel Qualifications
TAB B	Technical Approach
TAB C	Management Plan
TAB D	Small Business, Small Disadvantaged Business and Women-owned Small Business Participation

**3. Title: LEVEL OF CONFIDENCE ASSESSMENT RATING DATA - (VOLUME III)**

TAB A	Corporate Experience/Past Performance Information/Form(s)
TAB B	Experience/Past Performance Matrix

Failure to submit complete information in the manner prescribed above for either the Business Proposal, Other Factors Proposal, or Level of Confidence Data may be considered a “no response” and exclude the proposal from further consideration.

<b>(C) BUSINESS PROPOSAL CONTENT (VOLUME I). The Business Proposal shall contain:</b>
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The Business Proposal shall contain:

**a. Cost Proposal.** The offeror shall return a completed, signed and dated, original copy of the solicitation with all amendments acknowledged. The cost proposal shall be submitted in accordance with Section B set forth in this solicitation. All cost information shall be included in the cost proposal. Information other than cost or pricing data is required to support price reasonableness. Attachment 06 provides a Standard Form 1448 (Proposal Cover Sheet) for use by offerors to submit information other than cost or pricing data. The information submitted shall be at the level described below:

**INFORMATION OTHER THAN COST AND PRICING DATA REQUIREMENTS:**

Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining the reasonableness of the pricing. To assist in determining whether the prices proposed in your offer under this solicitation are “fair and reasonable,” your cooperation is requested in submitting a cost breakdown of the

labor rates proposed. For each labor category specified in Section B (Base Year and each Option Year), the cost breakdown should contain the following information as a minimum:

1. Base Wage Rate (*include information on how composite rates are developed*)
2. Overhead Rate
3. General and Administrative Expense
4. Other Cost
5. Profit
6. Total Labor Rate as proposed

**A SEPARATE BREAKDOWN SHALL BE PROVIDED ON THE FRINGE BENEFITS, WHETHER OR NOT THEY ARE INCLUDED IN THE OVERHEAD RATE.**

Offerors are to identify any other additional costs that may be associated with performance and which are not already included in the Government's identified Other Direct Cost or in the offeror's indirect cost rates. The decision as to whether costs are handled as direct or indirect costs rests with the offeror but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's Disclosure Statement.

The cost breakdown should also include the Other Direct Cost (ODC) specified in Section B for which estimated amounts are shown, including any applicable loading factors at the prime and at the subcontractor/individual team member level. The cost breakdown shall indicate the offeror's total estimated proposed price for each year and cumulative for all years.

Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale as needed to permit the contracting officer and authorized representatives to evaluate the documentation.

**b. Letters of Commitment** (*reference Section I of the "Other Factors Proposal Content"*)

**c. Total Professional Employees Compensation Plan.** The Total Professional Employees Compensation Plan shall be submitted in accordance with the information listed below. Individual plans will be evaluated in accordance with FAR Clause 52.222-46 of this solicitation. The offeror shall indicate which proposed employees under any resulting contract will be eligible for which of the benefits, and at what benefit level. The offeror shall include, but not be limited to, the following:

(1) Section I - Salaries. The offeror shall submit proposed annual salaries for each category of professional employee to perform under the contract. The annual salaries shall be delineated for each year of performance specified in the contract (including options). If less than forty hours per week are worked, hours and hourly rates shall be specified. The salaries proposed shall track back to the cost proposal submitted under Volume I, paragraph a. above. In addition, the total estimated annual hours and total estimated hours to be worked under the contract shall be included.

(2) Section II - Fringe Benefits. The offeror shall submit proposed fringe benefits for professional employees to perform under the contract. The offeror shall specify each benefit proposed and also specify the percentage of the proposed fringe benefits to the proposed annual salary.

(3) Section III - Supporting Documentation. In addition, the offeror shall submit supporting documentation/information for (1) and (2) above, which includes data such as recognized national and regional compensation surveys and studies of professional, public, and private organizations, used in establishing the proposed total compensation structure. (Reference FAR Clause 52.222-46 of this solicitation.)

(4) Section IV - Other. The offeror may provide any other information deemed necessary.

OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A TOTAL PROFESSIONAL EMPLOYEES COMPENSATION PLAN AS OUTLINED ABOVE MAY CAUSE:

1. Adverse assessment of the proposal;
2. No further evaluation of the proposal; or
3. Rejection of the proposal

All Offerors proposing under this solicitation hereby assume the total responsibility of submitting the above plan and the total risk that may result from failure to submit the above plan as outlined above.

**d. Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan** (*if required*). If the offeror is a large business, a copy of the current approved Master Subcontracting Plan or a new subcontracting Plan specifically developed for this solicitation shall be submitted as part of the Business Proposal for approval. The plan shall be submitted in accordance with FAR clause 52.219-9, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN and its Alternate II which outlines the information to be contained in the plan, i. e., separate goals for the base and each option year, etc. NOTE: In accordance with DFARS 215.605(b)(2) (A) (4), the Small Business, Small Disadvantaged Business and Women-Owned Small Business participation addressed and evaluated under the Other Factors portion of the proposal, shall be listed in any subcontracting plan submitted pursuant to FAR 52.219-9.

## **(D) OTHER FACTORS PROPOSAL CONTENT (VOLUME II)**

The Other Factors Proposal shall be sufficient to enable technical requiring personnel to make a thorough and complete evaluation and to arrive at a sound determination as to whether the requirements of this solicitation are understood and satisfied. To facilitate this evaluation, the Other Factors Proposal shall be sufficiently specific, detailed and complete to demonstrate clearly and fully that the offeror has a thorough understanding of the requirements for, and technical problems inherent in, the requirements of this solicitation. In preparing the proposal, emphasis should be placed on brief, complete, and factual data in (as a minimum) the areas which are set forth in the Request For Proposal (RFP). Specifically, the offeror shall demonstrate experience and qualifications in each of the areas indicated under Section M - Evaluation Factors for award.

Pages are to be typewritten on standard letter size paper (8 1/2 by 11), single line spacing, print size shall be font size 12, font shall be Times New Roman. Length shall be limited to 130 pages. Maximum use should be made of tables and information summaries in describing the proposed effort. No cost or pricing information shall be included in the Other Factors Proposal.

Statements that the offeror understands, can, or will comply with all specifications and statements paraphrasing the specifications or parts thereof are considered insufficient. Phrases, such as “standard procedures will be employed” or, “well known techniques will be used,” etc., will be considered insufficient.

**FORMAT:** The Other Factors Proposal shall be presented in this format:

Introduction  
Table of Contents  
Executive Summary  
Section I Personnel Qualifications  
Section II Technical Approach  
Section III - Management Plan  
Section IV Small, Small Disadvantaged Business and Women-Owned  
Small Business Participation

Information to be provided in each section is detailed below. If the offeror considers it necessary, additional information considered pertinent may be addressed in a General Introduction following the Executive Summary.

**CONTENT.**

**(1) Executive Summary:** The Executive Summary will abstract the technical information presented in the offeror's proposal and will be no more than three pages in length. It shall stand alone, contain no illustrations or tabular data, and shall not refer to any section within the body of the proposal. The Executive Summary also shall state the offeror's degree of willingness to devote resources to the proposed work and shall delineate the availability of competent and experience engineering, scientific, and other technical and managerial personnel for the proposed program.

**(2) Section I - Personnel Qualifications.** The offeror shall provide current resumes for all personnel proposed. The offeror shall show the availability of personnel and percentage of their time to be dedicated to this contract. Resumes shall address each individual's experience as it relates specifically to the SOW and personnel categories identified in this solicitation. Education, unique skills, current and past duties, and experience in positions of authority and responsibility should be included. The qualifications set forth in the Personnel Qualifications paragraphs of Section C represent those minimum requirements that are considered to be required in terms of performance under the proposed contract. The degree to which an offeror's proposed personnel meet or exceed the qualifications will be determined. Offerors will receive a more favorable evaluation based on the degree to which the offeror's personnel exceed these minimum requirements. NOTE: All resumes of personnel intended to work on propulsion shafts, propellers, and SUBSAFE components shall contain evidence of prior/current NAVSEA certification.

A sample resume format is provided as Attachment 08. The final page containing ONLY the employee signature shall be retained by the offeror unless requested by the Contracting Officer.

IN ADDITION TO THE ABOVE, AND AS PART OF THE BUSINESS PROPOSAL, LETTERS OF COMMITMENT OF EMPLOYMENT SHALL BE PROVIDED FOR ALL RESUMES SUBMITTED, REGARDLESS OF WHETHER THE PROPOSED PERSONNEL ARE CURRENTLY EMPLOYED BY THE OFFEROR OR ARE CONTINGENT HIRES, IN ORDER THAT CREDIT MAY BE RECEIVED FOR THAT INDIVIDUAL. The offeror shall provide Letters of Commitment from its CURRENT employees that state they will remain employed by the Offeror and will work on the resulting contract, at the required place(s) of performance, if awarded to the Offeror. Letters of Commitment must be submitted for CONTINGENT hires, which are defined as person(s) who are not currently employed by the Offeror, but who have executed binding Letter(s) of

Commitment for employment with the Offeror, contingent upon contract award at the required place(s) of performance.

The Letters of Commitment shall be identified by Resume Number and shall contain the proposed employee's signature. A signature of the employee on the resume form is considered insufficient. The Letter of Commitment must reflect that agreement has been reached on salary, benefits, and position (*actual salary amount and benefits are not required in the Letter of Commitment*).

Offerors are reminded that Letters of Commitment must be current, and Offerors are responsible for conforming their offer to reflect changes in the status of any contingency hire or current employee, which makes their prior commitment suspect, i.e., death, illness, relocation, acceptance of other employment.

The offeror shall submit a plan for retaining qualified personnel and for recruiting personnel not presently employed by the offeror.

All work under the terms of this contract will be performed in an efficient and workmanlike manner by personnel who are familiar with the type of work being performed. The contractor warrants that employees used on the work will, on the average, be as efficient as the average employees performing similar duties in the contractor's own organization and will in all cases meet or exceed the minimum requirements set forth for the respective labor categories.

The Contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. The Contractor must have the qualified personnel, organization and administrative control necessary to ensure that the finished products shall conform to each task order. If the Contracting Officer questions the qualifications or competence of any person(s) performing under the contract, the burden of proof to sustain that the person(s) is/are qualified as prescribed herein shall be upon the contractor.

NOTE: After contract award, resumes for all additional personnel in labor categories listed in clause C8 "Personnel Qualifications" must be submitted for approval by the Government before that employee can work under this contract.

**(3) Section II - Technical Approach.** This Section shall show that the offeror understands the unique program requirements of the efforts as outlined in the Statement of Work (SOW), and the inherent problems and interrelationships between them. Information provided in this section, where possible, shall follow the order of the SOW. If the information can not be presented in the same order as the SOW, the offeror shall provide a cross-reference to the particular SOW paragraph being addressed. The offeror should address their technical approach in terms of the following:

(i) Facilities: Information shall be provided regarding the offeror's present facility(s) within the 40-mile radius of the Module Maintenance Facility (located at the former Charleston Naval Shipyard). Such information shall include, but not be limited to, specific location and capabilities present at the facility. Note: Offerors will receive a more favorable evaluation based on the proximity of the offeror's location to the MMF.

(ii) Identification of capabilities allowing offeror to perform all tasks outlined in the SOW within assigned deadlines. As a minimum, the offeror should address the capability to meet the 30 day rapid turn-around time requirement and the capability to test and precision manufacture components on demand using government provided STEP files. Suggested approaches include a list of major equipment, descriptions of proposed methodology, scheduling, work-arounds and the use of technology and facilities.

(iii) Delineation of anticipated problems and constraints, solutions, interactions, and other elements that the offeror believes to be important to the performance of the SOW.

(iv) Preparation of a work flow diagram(s).

(v) Identification and definition of the deliverable products for the SOW.

**(4) Section III - Management Plan.** Information provided in this section, where possible, shall follow the order of the SOW. If the information can not be presented in the same order as the SOW, the offeror shall provide a cross-reference to the particular SOW paragraph being addressed. A management plan shall be submitted for the proposed effort consisting of:

(i) A personnel utilization plan.

(ii) Information regarding the overall corporate structure and implementation of the proposed effort within the offeror's organization. Responsibilities, authorities, and accountability shall be well-defined so as to provide a clear understanding of the offeror's ability to support the SOW.

(iii) An organizational chart for each group (i.e., department, branch) at the local level for this contract. If the labor categories offered are not directly related to the technical categories identified, an appropriate cross-reference shall be provided.

(iv) An indication of what work will be subcontracted and the procedures for finding and obtaining those subcontractors. Offeror should also identify and attempt to mitigate any risks or deficiencies resulting from the proposed use of subcontractors to perform work under this contract.

(v) A quality section, including the portions of the corporate quality assurance plan relevant to this effort. Specifically, the quality section shall address:

1. The offeror's plans to provide the quality control and interfaces required to assure efficient, on-schedule performance of the work identified for this effort.
2. The implementation and use of statistical process control,
3. Standard operating procedures/work flow,
4. Reporting systems and required interfaces with COR and QA personnel,
5. Transition and start up plans, and
6. Any anticipated problem areas for resolution.

(vi) Finally, the management plan shall address the planned development or modification of an existing system to meet the automated data tracking requirements identified in the SOW. Specifically, the offeror should address development/modification timelines and methodology as well as the proposed method of implementation.

As a minimum, the offeror is expected to document the company's ability to provide the dedicated engineering and technical support identified in an efficient and effective manner commencing on the effective date of the contract.

**(5) Section IV - Small, Small Disadvantaged Business and Women-Owned Small Business Participation.**

Offers will be evaluated on the extent of participation of small, small disadvantaged business and women-owned small business in performance of this contract.

Offerors shall provide information concerning the following subfactors::

(i) Identification of specific small business, small disadvantaged business and women-owned small business participation in contract performance. Offeror should identify specific companies by name and protected category (small, small disadvantaged, and women owned small business).

(ii) Extent of commitment to use such firms including enforceability of that commitment.

(iii) Complexity and Variety of work that will be performed by specific small businesses, small disadvantaged businesses and women-owned small businesses.

(iv) Percentage of estimated total acquisition dollar value to be performed by such businesses. Offeror shall identify the percentage of acquisition dollar value that will be performed by small, small disadvantaged, and women-owned small businesses.

(v) Realism of the proposal approach for the participation of specific small businesses, small disadvantaged businesses and women-owned small businesses.

In order for the Government to accomplish this evaluation, offerors shall provide the information requested in the Contractor Performance Data Form For Small, Small Disadvantaged and Women-Owned Small Business Participation Evaluation provided as Attachment 9 of this solicitation and include the same as Section VI of the offeror's Other Factors Proposal

<b>(E) LEVEL OF CONFIDENCE ASSESSMENT RATING DATA (VOLUME III)</b>
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Note: Proposals that fail to contain complete information in the manner prescribed for the Level of Confidence Data may be considered a "no response" and may result in the exclusion of the proposal from further consideration.

Offerors which have no past performance information (i.e., new businesses), must submit a signed and dated certification statement to that effect. This certification applies only if an offeror has no information available on past contract performance.

Under this section of the proposal, two factors shall be addressed, experience and past performance.

The level of confidence data shall provide the following information: The offeror shall submit a description of its most current, (latest five contracts within the last three years), previous government contracts (prime contracts and major subcontracts) completed, or in performance, for like or similar units produced or projects executed or relevant to the effort required by this solicitation. If no like or similar contracts have been performed, provide the most current five contracts completed or in performance. Commercial contracts may be included if necessary. The description shall include the below listed information in the following format:

- Identify in specific detail for each previous contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation

- Your or your subcontractor's (subcontractors proposed for this effort) CAGE and DUNS numbers
- Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity and among proposed subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g. \$500,000 or more) and/or in terms of criticality of the subcontracted work to the whole.
- Government or commercial contracting activity, address and telephone number
- Procuring Contracting Officer's (PCO's) name and telephone number
- Government or commercial contract administration activity, and the name and telephone number of the Administrative Contracting Officer (ACO)
- Government or commercial contracting activity technical representative, COR, or end user, and telephone number
- Contract number
- Contract award date
- 
- Contract type
- Awarded price/cost
- Final or projected final, price/cost
- Original delivery schedule or period of performance
- Final or projected final, delivery schedule or period of performance
- A narrative explanation on each previous contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts which did not/do not meet original requirements with regard to either cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract listed and description of any corrective action by the offeror or proposed subcontractor.
- The offeror shall also provide the above required information for any and all contracts it has had terminated for default, in whole or in part, during the past three years, to include those currently in the process of such termination as well as those which are



not similar to the proposed effort. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

- The offeror may describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.
- Offerors shall include in their proposal, the written consent of their proposed significant subcontractors to allow the government to discuss the subcontractor's past performance evaluation with the offeror during negotiations.
- Data demonstrating the offeror's success in meeting its Subcontracting Plan goals, including history of commitment to, and timely payment to, small business, women-owned small business and small disadvantaged business, including historically black colleges, universities and other minority institutions as required in Federal Government contracts. (Applies only if this solicitation incorporates FAR clauses 52.219-8 and 52.219-9)
- Offerors may use and are encouraged to use, the "Contractor Performance Data Sheet" attached to this solicitation as Attachment 07 for submission of the above data.
- Offerors may use and are encouraged to use, the "Experience Matrix" attached to this solicitation as Attachment 10 to provide a list of former and present customers and subcontractors within the past three years. Instructions for completion of the matrix are provided in the Attachment. The matrix provides a method for obtaining a list of references and associating each reference with specific work of the prospective contract. The first column in the table is for references. The remaining columns are headed by the contract statement of work or specification work elements. Insert the information (name, address, point(s) of contact, and telephone number) about the references (one reference for each contract performed for a customer) in the reference column, at the beginning of each row of the matrix. Indicate the work performed for the reference by inserting a "P" or an "S" in the row cells to the right of the reference entry. A "P" indicates the offeror was a prime contractor; the "S" indicates that it was a subcontractor. A subscript (1, 2, etc.) should be included for each subcontract entry to indicate the subcontract tier. Provide a list of all first tier subcontractors for each prime contract reference entry, and the name of the offeror's customer for each subcontract reference entry.

The Government will assess the breadth, depth, relevance, and currency of the offeror's experience based on data provided in Attachment 07 and Attachment 10 by the offerors and independent data as available.

CAUTION: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to determine the offeror level of confidence assessment rating. Since the government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete experience/past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a low level of confidence rating by the government.

#### **L-816 PRICING OF DATA ON DD FORM 1423 - SOLICITATIONS (89JUL)**

- (a) The caption of Block 18 on DD 1423 is herewith changed to read "TOTAL PRICE" in lieu of "ESTIMATED TOTAL PRICE."
- (b) The contractor's instructions for completion of DD 1423 on reverse side thereof are revised by deleting the word "estimated" throughout Item 17 and 18 wherever shown.
- (c) Offeror is requested to insert TOTAL PRICE, if any, of data for each exhibit sequence number shown on attached DD Form 1423. Price, if any, should be shown in Block 18 for each exhibit sequence number. If there is no charge for the data or if the data is not separately priced, offeror should show "NSP" in Block 18 for each exhibit sequence number. No price should be inserted nor should the entry "NSP" be shown in Section B of the Schedule for such data.
- (d) In the absence of any entry for price of data on DD Form 1423, offeror's proposal or bid will be evaluated and award may be made on the basis that data is not separately priced (NSP), and award documents will specify "NSP."
- (e) Where price is shown for data on DD Form 1423, such price will be included in the evaluation of offers and in the total price of any contract awarded hereunder.

#### **PART IV SECTION L (Reference) INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

1. *NOTICE: The following solicitation provisions and/or contract clause pertinent to this section are hereby incorporated by reference:*

I. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS	
PARAGRAPH	PROVISION TITLE & DATE
52.209-7	Organizational Conflicts of Interest Certificate--Marketing Consultants (OCT 1995)
52.215-5	Solicitation Definitions (JUL 1987)
52.215-7	Unnecessarily Elaborate Proposals or Quotations (APR 1984)
52.215-8	Amendments to Solicitations (DEC 1989)
52.215-9	Submission of Offers (JUL 1995)
52.215-12	Restriction on Disclosure and Use of Data (APR 1984)
52.215-13	Preparation of Offers (APR 1984)
52.215-14	Explanation to Prospective Offerors (APR 1984)
52.215-15	Failure to Submit Offer (MAY 1997)
52.215-16	Contract Award (OCT 1995)
52.215-16	Contract Award Alternate II (OCT 1995)
52.215-30	Facilities Capital Cost of Money (SEP 1987)
52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
52.222-46	Shipping Point(s) Used in Evaluation of F.o.b. Origin Offers (APR 1984)
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting (DEC 1991)
252.206-7000	Domestic Source Restriction (DEC 1991)

**PART IV  
SECTION M  
EVALUATION FACTORS FOR AWARD**

**M-219 DFARS 252.219-7006 NOTICE OF EVALUATION PREFERENCE FOR SMALL  
DISADVANTAGED BUSINESS CONCERNS (MAY 1995)**

(a) *Definitions.*

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) *Evaluation Preference.*

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference could cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) *Waiver of Evaluation Preference.*

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

\_\_\_\_\_ Offeror elects to waive the preference

(d) *Agreements.*

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for---

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern, historically black college or university, or minority institution regular dealer submitting an offer in its own name, agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black college or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub. L. 103-139 and Section 8012 of Pub. L. 103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the responsive offeror whose offer is considered to be in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

## **M-650 EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose offer conforms to the solicitation and which represents the best overall expected value, cost/price, other factors, and corporate experience data considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

Prospective offerors are forewarned that an acceptable proposal with the lowest price may not be selected if award to a higher priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select a technically superior offeror.

Proposals will be rated and ranked on the evaluation factors listed below. It should be noted that cost is not a numerically weighted factor. Although Other Factors will be significantly more important than cost, cost is an important factor and should be considered when preparing responsive proposals.

Evaluation of the offeror's proposal shall be based on price, the information presented in the proposal in accordance with clause L-630 "Instructions for Submitting Proposal" of this solicitation, and information available to the contracting office from sources deemed appropriate. Sources typically considered include the Defense Contract Audit Agency, the Defense Contract Management Administration Office, other commercial firms, and known commercial sources such as Data Resources Inc., and Standard and Poors. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of a proposal. Moreover, the quality of organization and writing reflected in the proposal will be considered indicative of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire evaluation process.

(a) **MANDATORY REQUIREMENTS.** In the event that a proposal contains a deficiency in a mandatory area listed below, the proposal may be determined to be unacceptable, regardless of an otherwise overall acceptable rating:

(1) *Total Professional Employee Compensation Plan.* The successful offeror must submit an acceptable Total Professional Employee Compensation Plan.

(2) *Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (if required).* The successful offeror must submit an acceptable Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan.

(3) *Location.* The successful offeror must possess an operating facility, where all tasks under this contract will be performed, within 40 miles of the Module Maintenance Facility (MMF), located at the former Charleston Naval Shipyard (CNSY), Charleston, SC. Offerors establishing facilities closer to the MMF than the 40-mile limit will receive a more favorable evaluation, in accordance with evaluation criteria 1.4.4 (i).

(4) *Performance*. The successful offeror must be able to receive repairable items and begin work within 30 days of contract award as specified in Clause F5 “Initiation of Performance”.

(b) **EVALUATION FACTORS**. The evaluation factors are listed below. It should be noted that the Other Factors Proposal is significantly more important than the Cost factor. It should also be noted that the LOCAR factor will be multiplied against the Other Factors proposal to arrive at an overall non-cost rating. This non-cost rating will be used along with the results of factors 1.1, 1.2, and 1.3 to produce an award offering the Best Value to the Government.

1.1 Total Professional Employee Compensation Plan. The information provided under the Total Professional Employee Compensation Plan will be evaluated by the Government on a pass/fail basis to determine if the offeror’s plan and supporting documentation demonstrates the offeror’s ability to meet the provisions of FAR Clause 52.222-46.

1.2 Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (*if required*). If the offeror is a large business, the offeror shall submit a copy of the current approved Master Plan, or a new Plan for approval. The plan will be evaluated by the Government on a pass/fail basis to determine if the offeror’s plan and supporting documentation meets the requirements of FAR Clause 52.219-9 “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996).

1.3 Cost Factor: Cost proposals will be evaluated for reasonableness. Additionally, the Government will apply the Small Disadvantage Business (SDB) Evaluation preference factor in accordance with Clause 52.219-7006, NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS.

1.3.1 *Uncompensated Overtime Evaluation*.

(i) The use of uncompensated overtime as defined in DFARS 252.237-7019, Identification of Uncompensated Overtime (DEC 1991) (see Section L), is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(ii) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in Section L provision, Uncompensated Overtime Evaluation Plans for Professional Employees, will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

1.3.2 *Evaluation of Options* Cost Proposals will be evaluated by adding the total estimated price for all option years to the total estimated price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

1.3.3. SDB Evaluation Preference: The Government will give offers from SDB concerns, a preference in the cost evaluation in accordance with clause 52.219-7006 as stated above. Offers will be evaluated by adding a factor of ten percent (10%) to the total evaluated cost (reference paragraph 1.3.1) of all offers that are not from SDB concerns and to offers from those SDB concerns that waive the SDB evaluation preference except those costs estimated by the Government for travel and material as outlined in clause L424. The Government shall limit the application of the preference only to those portions of the offer which are actually priced by the offerors ( i.e., proposed cost and rate applications).

**1.4 OTHER FACTORS PROPOSAL.** Proposals will be evaluated in accordance with the evaluation factors listed below. Evaluation factors are listed in descending order of importance, with the most important factor listed first. Section L contains the description and format of the information the offeror shall submit. Submitted information will be evaluated using the criteria below.

1.4.1 Personnel Qualifications. The specific evaluation criteria within the Personnel Qualifications factor are listed in decreasing order of importance. The first criteria is significantly more important than the second and third criteria, which are weighted equally.

(i) Personnel have experience performing work identical to that called for in the SOW. Resumes of personnel intended to work on propulsion shafts, propellers, and SUBSAFE components shall contain evidence of current/prior NAVSEA certification.

(ii) Personnel meet the requirements for each labor category. Offeror will receive a more favorable evaluation based on the degree to which the offeror's personnel exceed minimum requirements.

(iii) Offeror provides plans for retaining qualified personnel and for recruiting qualified personnel not presently residing in the offeror's organization

1.4.2 Technical Approach. The offeror's discussion of the company's proposed technical approach must reflect a thorough understanding and clearly demonstrate technical ability as it relates to the work specified in the SOW. The specific evaluation criteria within the Technical Approach Factor are listed in descending order of importance. Criteria (iii) and (iv) are weighted equally.

(i) Offeror has an operating facility, where all tasks will be performed, in close proximity to the Module Maintenance Facility. Offerors will receive a more favorable evaluation based on the proximity of the offeror's location to the Module Maintenance Facility.

(ii) Offeror demonstrates the capability to remanufacture, overhaul, modify, repair, test, calibrate, and reverse-engineer hydraulic and hull/mechanical components and assemblies similar to those listed in the RFP.

(iii) Offeror demonstrates the capability to consistently meet the standard 90-day turn-around time deadline as well as the 30-day rapid turn-around time deadline regardless of a varying and uncertain workload.

(iv) Offeror demonstrates the specialized capability to test and precision-manufacture components on demand utilizing government provided STEP files.

1.4.3 Management Plan. The offeror's discussion of project methodology, controls, reporting procedures, and start-up plan to be implemented during the contract effort will be assessed. The offeror should provide an organizational chart clearly showing the organizational relationship of the proposed effort relative to the company organization. The specific evaluation criteria within the Management Plan factor are listed in decreasing order of importance.

(i) Offeror demonstrates a sound quality assurance program as documented in the offeror's corporate quality assurance plan; an ability to effectively and efficiently manage assigned tasks; and the ability to maximize productivity while minimizing costs.



(ii) Offeror details standard operating procedures to ensure all required reporting, tracking, and operating procedures, including all interfaces with the COR and QA personnel, are accomplished as required in the procurement package.

(iii) Offeror's management approach identifies and attempts to mitigate any risks/deficiencies resulting from the proposed use of subcontractors to perform work under this contract.

**1.4.4 Small Business, Small Disadvantaged Business and Women-Owned Small Business Participation**  
Subfactors (i) through (iv) are considered to be of equal importance. Subfactor (v) will be a multiplier applied to the sum of subfactors (i) through (iv).

(i) Identification of specific small businesses, small disadvantaged businesses and women-owned small businesses in participation of contract performance.

(ii) Extent of commitment to use such firms including enforceability of that commitment.

(iii) Complexity and Variety of work that will be performed by specific small businesses, small disadvantaged businesses and women-owned small businesses.

(iv) Percentage of estimated total acquisition dollar value to be performed by such businesses.

(v) Realism of the proposal approach for the participation of specific small businesses, small disadvantaged businesses and women-owned small businesses for this procurement.

**1.5 LEVEL OF CONFIDENCE ASSESSMENT RATING.** The Government will develop a level of confidence assessment rating for each offeror. This rating will reflect the Government's degree of confidence that the offeror will keep the promises it made in its proposal. Offerors will be ranked as follows:

Excellent Level of Confidence	1.0
High Level of Confidence	0.7
Neutral Level of Confidence	0.5
Low Level of Confidence	0.3
Poor Level of Confidence	0.1

Each adjectival rating corresponds to the numerical multiplier listed above. This numerical multiplier will be applied to the offeror's Other Factors score to arrive at an overall non-cost related score.

In case of an offeror which has submitted a certification with respect to which there is no information available on past contract performance and/or experience, that offeror will receive a Neutral Level of Confidence evaluation, i.e., evaluated neither favorably nor unfavorable, for those elements which are unknown.

The Government will consider the following factors when developing the level of confidence assessment rating . The following factors (Past Performance and Corporate Experience) are of equal importance.

#### 1.5.1 Past Performance

- a. The Government will access each offeror's past performance. The assessment will be a subjective, but unbiased, judgment about the quality of an offeror's past performance. The Government will use its subjective assessment to determine an offeror's relative capability and trustworthiness, and thus the relative reliability of the offeror's promises. The determination of which offeror is the best value will reflect both the value of the offeror's promises and the reliability of those promises as determined, in part, by past performance. Thus, the Government may value an offeror with a superior record of past performance more highly than an offeror whose past performance is satisfactory, even though the offeror with the satisfactory record made better promises in its proposal.
- b. The Government may base its judgment about the quality of an offeror's past performance on (1) records of objective measurement and subjective ratings of specified performance attributes, if available, and (2) statements of opinion about the quality of specific aspects of an offeror's performance, or about the quality of an offeror's overall performance. The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and from other persons and organizations. The Government reserves the right to limit the number of references it chooses to contact and to contact references other than those provided by the offeror.
- c. The performance attributes which the Government will assess include, for example: the offeror's record of conformance to contract requirements; the offeror's record of performance on same or similar tasks; the offeror's record of meeting subcontracting commitments to small business, small disadvantaged business and women-owned small business, the offeror's reputation for good workmanship; the offeror's record for adhering to contract schedules; the offeror's reputation for cooperative behavior and commitment to customer satisfaction; and generally, the offeror's reputation for demonstrating a business-like concern for the interests of its customers.
- d. A Past Performance Survey will be conducted. This survey will be based on the quality of the offeror's past performance, including consideration of the past performance of any proposed subcontractors. The following subfactors will be considered:
- (i) The offeror's record for on-time delivery.
  - (ii) The offeror's record for good technical quality.
  - (iii) The offeror's record for cost control.
  - (iv) The offeror's record of conforming to specifications and to standards of good workmanship.
  - (v) The offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction and business-like concern for the interests of the customer.
  - (vi) The offeror's management, planning, and scheduling of subcontractors on past service contracts.
  - (vii) The offeror's record of subcontracting commitment to small, small disadvantaged, and women-owned small businesses.

### 1.5.2 Corporate Experience

- a. The Government will evaluate each offeror's experience relative to the solicitation requirements. The evaluation will be a subjective assessment of the offeror's experience with work of similar scope, complexity, and difficulty to that which must be performed under the prospective contract contemplated by this solicitation. The objective of the evaluation is to determine the degree to which the offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract, and to develop insight into the offeror's relative capability and the relative risk associated with contracting with the offeror.
- b. The Government evaluation will be conducted primarily-but not necessarily entirely- on the information on the experience matrix form and the reference data forms that are completed by the offeror and submitted with the proposal. See RFP Section L for instructions about the preparation of the experience reference matrix form and the reference data forms. The Government will evaluate the work performed for each reference for similarity to the work required under the contemplated contract. The more similar that the work performed for the reference is to the contemplated work, the more valuable the experience to the Government. The Government reserves the right to consider information other than that included on the offeror-prepared forms. The Government also reserves the right not to contact all of the references provided by the contractor.
- c. All references must be for work performed after December 31, 1993. The Government will not evaluate or otherwise credit the offeror with experience obtained prior to that date. Offerors should provide references only for experience which was similar to the scope, complexity, and difficulty of the tasks which must be performed under the contemplated contract.
- d. The offeror will be credited with subcontractor experience only to the extent that a subcontractor's experience relates to the work that the subcontractor will perform. The Government's evaluation of subcontractor experience will be based primarily - but not necessarily entirely - on the information on the experience reference matrix form and the reference data forms that are completed for each subcontract and submitted with the offeror's proposal. See RFP section L about preparation of those forms for subcontractors.

#### **M-530 EVALUATED ESTIMATED PRICE (89JUL)**

Evaluation of price will be on the basis of the total prices offered for LOT I through LOT V. The total price will be determined as follows:

- a. Labor: Evaluation of straight time and hourly rates will be based on the estimated straight time hours plus estimated overtime hours at the rates offered under Section B. Holiday rates will not be used in the evaluation of the proposal; however, the offeror shall furnish holiday rates in Section B.
- b. Travel, Per Diem, and Shipping Cost: These items will be reimbursed to the contractor on the basis of actual amounts paid. The total evaluated price for these items will be computed at \$60,000 for Personnel Travel, \$41,150 for Personnel Per Diem and \$68,651 for Shipping Cost.
- c. Material: Material costs are estimated at not to exceed \$2,558,948. For evaluation purposes only, price hereunder will be computed at \$2,558,948 plus offeror's proposed "material handling cost" (if any), (material handling rate X \$2,558,948).

#### **SECTION M**

## EVALUATION FACTORS REFERENCE CLAUSES

52.217-5 Evaluation of Options (JUL 1990)

